

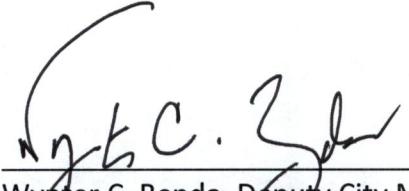


To the Honorable Council
City of Norfolk, Virginia

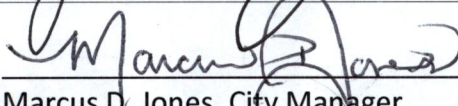
March 10, 2015

From: Stephen Kirkland, Director

Subject: Lease agreement with General Meals Food Services, LLC, for Nauticus café space and authorizing the execution of the lease.

Reviewed: 
Wynter C. Benda, Deputy City Manager

Ward/Superward: 6

Approved: 
Marcus D. Jones, City Manager

Item Number:

PH-3

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**

This agenda item is an ordinance to approve the terms of a Lease Agreement between the City of Norfolk as Lessor and General Meals Food Services, LLC, as Lessee to lease certain City-owned premises known as the Nauticus café.

IV. **Analysis**

Nauticus has operated a retail Café since 1997, primarily under contract to a private firm. A café is considered an important visitor amenity for the approximately 250,000 paid guests who visit the Nauticus campus every year. The Café Lessee, General Meals, will operate during museum hours. Considerable opportunity exists for the Café to serve additional markets: the Café may provide box lunches for school and adult groups visiting Nauticus, provide food and beverage service to after hour fundraisers, exhibitions, events, and programs sponsored by Nauticus, and prepare hot breakfasts for scouts and other groups sleeping over on the Battleship Wisconsin.

Café service will enhance the visitors' experience and Nauticus financial and social impact by:

- Increasing guest visit length
- Increasing guest spending ("per cap")
- Increasing overall guest satisfaction with the visit (this is known through surveys and market research)

V. Financial Impact

The City will incur no expenses in regard to the operation of the café by the Lessee. Café spaces are already configured for food service, the Lessee will be responsible for all kitchen, serving line and dining area upkeep, the Lessee will be responsible for compliance with all appropriate health, sanitation and safety regulations.

The last full year of café operation (2013) saw gross receipts to the café of over \$252,000. The lease requires rent equaling five percent (5%) of the gross. Similar performance will provide revenues to the City of approximately \$12,600 in rent and \$31,500 in sales and meal taxes.

The lease is reviewed annually; the City has the option to renew up to four additional years.

VI. Environmental

N/A

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter has been coordinated with the Department of Purchasing, General Services, and the City Attorney's Office.

Supplemental documents:

- Ordinance
- Lease Agreement
- Request for Proposals, reflecting scope of operations and additional background

Form and Correctness Approved: 

By 

Office of the City Attorney

Contents Approved:

By 

DEPT. Nauticus

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING THE TERMS AND CONDITIONS OF A LEASE AGREEMENT WITH GENERAL MEALS FOOD SERVICES, LLC, FOR CERTAIN PREMISES BEING THE NAUTICUS CAFÉ SPACE LOCATED AT 1 WATERSIDE DRIVE, NORFOLK, VIRGINIA AND AUTHORIZING THE EXECUTION OF THE LEASE.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the terms and conditions of a Lease Agreement between the City of Norfolk as Lessor and General Meals Food Services, LLC, as Lessee, whereby the City leases to General Meals Food Services, LLC, certain City-owned premises in the building known as the Nauticus Café space located at 1 Waterside Drive, Norfolk, for a period of one year, with the option to renew for up to four (4) additional one year periods, a copy of which is attached hereto, is hereby approved.

Section 2:- That the City Manager is authorized to execute the Lease Agreement on behalf of the City, and to do all things necessary and proper to carry out the Lease Agreement.

Section 3:- That the City Manager is further authorized to correct, revise or amend the Lease Agreement, with the advice and counsel of the City Attorney, as he may deem necessary to carry out the intent of the Council.

Section 4:- That this ordinance shall be in effect from and after thirty days from the date of its adoption.

**LEASE AGREEMENT
BETWEEN
CITY OF NORFOLK
AND
GENERAL MEALS FOOD SERVICES, LLC**

THIS LEASE AGREEMENT, made this _____ day of _____, 2015, by and between the **CITY OF NORFOLK** (the "City") and **GENERAL MEALS FOOD SERVICES, LLC**, 941 19th Street, Newport News, Virginia 23607, ("General Meals").

RECITALS

WHEREAS, the City of Norfolk is the owner of the premises known as Nauticus, including the Cruise Terminal, located at 1 Waterside Drive, Norfolk, Virginia 23510 ("Premises"); and

WHEREAS, the City desires to lease space to General Meals for General Meals to operate and manage a Café on City premises and to provide catered food, beverage and service for City-sponsored and City rental events at the Premises and issued Request for Proposals 4483-0-2014/WT (the "RFP"); and

WHEREAS, General Meals submitted a Proposal in response to the RFP, which was determined to be the most advantageous to the City; and

WHEREAS, General Meals desires to lease a portion of the Premises and to provide services subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and In consideration of the mutual promises of the parties, they hereby agree as follows:

1. **LEASE AND SERVICES.**

In accordance with the terms and conditions of this Lease Agreement, the City hereby leases a portion of the Premises as shown on the attached diagrams and grants to General Meals and General Meals accepts the lease of the Premises for exclusive right and privilege of operating and managing a public Cafe service (the "Cafe ") in the Premises, including the exclusive right and privilege to sell and serve food, meals and beverages as part of such service and for no other purposes unless authorized by the City pursuant to the City's Request for Proposals 4483-0-2014-WT dated July 23, 2014 ("Exhibit A") and General Meal's Proposal dated August 26, 2014 ("Exhibit B"), copies of which are attached hereto and incorporated by reference.

The City and General Meals agree that General Meals shall have the exclusive right and privileges to provide food, drink and alcoholic beverages for City-sponsored events (including but not limited to breakfasts, lunches, dinners and special events) in the Nauticus Café. The City agrees to inform tour groups about General Meals' box lunches and the Café.

General Meals shall obtain and maintain all licenses, permits and authorizations necessary for the Café and catering operations as required under applicable laws, statutes, ordinances and

regulations. General Meals must follow all health regulations. In regard to the sales and service of alcoholic beverages, General Meals shall be responsible for obtaining and maintaining all required permits and or licenses pertaining to such sales and service. General Meals shall retain copies of all required permits, licenses and authorizations for inspection by the City as requested.

General Meals agrees to provide food and beverage service including grab-and-go items and, freshly prepared made-to-order items sold at the counter for customers who choose to dine in the Café seating area. General Meals shall conduct its business in the facilities in a manner commensurate with the quality of Cafés which operate in similar facilities to the reasonable satisfaction of the City's Nauticus Director or his designee. Items offered for sale in the Café must be sold at plainly displayed prices. Operating hours can only change when agreed in writing with the City.

The menu should feature fresh, local ingredients and have items at a variety of price points, including a selection of entrees priced under ten dollars. A children's menu will be included on the regular menu. Wine and beer should be available for purchase.

There will be an area at the front of the Café with items available for pick up. This will include a refrigeration unit and register provided by the City. The menu for these items will include a selection of regular menu items as well as additional items such as cheese plates, humus and crackers, yogurt, fruit, chips, desserts, muffins, or similar. Many of these menu items should be geared toward families,

General Meals agrees to provide City employees a discounted menu and City members a 10% discount off the menu prices of all food and non-alcoholic beverage service in the Café.

The City agrees to provide publicity concerning the Café in the City's newsletters and publications and on various signs in the City. General Meals may provide other publicity at its own expense. Any advertising must be approved by the City.

General Meals agrees to keep the City advised of all business and operational situations involving the Café which affect or might affect the City.

2. TERM, RENEWAL.

The term of this Lease Agreement shall be for a period of one (1) year from April 1, 2015 through March 31, 2016, subject to the termination provisions set forth in paragraph 13 of this Agreement. This Lease Agreement may be extended for up to four (4) additional one-year periods at the City's option by notifying General Meals in writing.

3. FACILITIES/EQUIPMENT.

The City will provide the equipment and tables for the Café operation and will provide the basic equipment for the catering kitchen, as listed in on Attachment H to Exhibit A. The equipment, tables and chairs will remain the property of the City,

Any additional small equipment and items for the catering operation will be purchased by and will remain the property of by General Meals.

A major capital improvement campaign valued at over \$500K was recently completed for the restaurant. Therefore, any purchase or maintenance of additional equipment outlay required by General Meals shall be at the General Meals' expense and not amortized against this Agreement. The City intends to turn over the facility to General Meals in an "as is" condition. All equipment currently on site is the property of Nauticus and shall remain the property of Nauticus throughout this Agreement. The current equipment inventory is shown on Attachment H, Existing Equipment, and shall be made available to General Meals for use as needed at no charge. General Meals shall assume responsibility for maintenance, repair, and replacement of all existing City equipment. Maintenance for which General Meals shall be responsible includes, but is not limited to cleaning and pumping of grease traps and holding tanks per local ordinance and maintaining all portable electrical equipment, fixtures, and hardware. To the extent that any loss or damage to City-owned equipment and Premises is attributed to the negligent acts or omissions of General Meals, General Meals shall be responsible for the cost of repair or replacement of such equipment or Premises.

General Meals agrees to repair or replace fully any portion of the facilities or any item of equipment damaged or destroyed by General Meals to the reasonable satisfaction of the City (excepting remodeling or replacement done by the City or at the City's request), normal wear and tear excepted. Routine day-to-day maintenance and cleanliness of equipment shall be the responsibility of General Meals.

It is agreed that the facilities will be operated as a NO SMOKING facility.

General Meals will be responsible for installation and maintenance of all computers, faxes, and POS terminals. The City shall furnish wiring for two existing analogue telephone lines for telephone, fax, and credit card POS machines. Activation and telephone service of these lines for General Meals' use shall be at discretion and expense of General Meals. For security reasons, no access to the City's computer network, either wired or wireless, can be provided. Therefore, any network or internet services desired by General Meals must be installed and maintained at General Meals' expense and with the prior approval of the City.

General Meals shall, at General Meals' expense, maintain and keep the interior of the facilities and the City's equipment at all times in good order and repair and in a clean and sanitary condition in accordance with the industry standards pertaining to operations at similar facilities and the regulations of all applicable governmental authorities, including but not limited to the regulations of the Department of Health of the City of Norfolk.

General Meals shall make no alteration to any facilities or any buildings or grounds of which the facilities are a part and shall build no temporary rooms or partitions without first obtaining written approval from the City. Any structural alterations approved by the City and made by General Meals after written approval by the City shall be and remain the property of the City from the date of alteration or installation and no payment or reimbursement shall be due to General Meals during the term of the Agreement or any renewals nor upon termination or expiration of the Agreement, unless otherwise agreed in writing. General Meals shall not cut any structural members or drive or permit to be driven nails, hooks, tacks or screws into any part of the facilities or the building of which the facilities are a part. With City approval, trade fixtures may be installed by General Meals and shall remain the property of General Meals upon removal from the City,

provided General Meals repairs any damage caused by their removal. Such trade fixtures must be added to Attachment H to Exhibit A when installed.

General Meals will provide a point of sales system and purchase a business internet service. Both General Meals and the City will have access to reports from the point of sale system.

4. UTILITIES.

To the extent necessary for General Meals' operations, the City shall furnish to the facilities for General Meals' use, at the City's expense, hot and cold running water, heating, ventilation, air-conditioning and electricity and the services incidental thereto, with sufficient electrical cable and service lines and equipment connections and outlets and drainage facilities and telephone service for local calls only.

The City shall not be liable for damages for any cancellation or interruption of utility service to the Café or for General Meals catering,

5. INSPECTION.

The City may inspect the facilities and General Meals operations thereon at any and all reasonable times throughout the term of this Agreement; provided, however, it shall not interfere unduly with the General Meals operations.

6. INDEPENDENT CONTRACTOR.

The parties agree that General Meals and its officers, employees, representatives and agents are and shall be deemed independent contractors and shall not be considered to be employees, representatives or agents of the City or the City of Norfolk for any purpose whatsoever.

7. SECURITY & SAFETY.

General Meals' employees will enter and exit through the staff entrance. They will wear provided access cards at all times and will sign in and out as requested. All items are subject to search in accordance with City policies.

The City will provide additional training for General Meals' Managers regarding how to protect City owned equipment. The City will provide written information about safety that General Meals agrees to share with all of its staff members.

If damage beyond normal wear and tear is done to any City spaces or property by General Meals' staff during an event, General Meals will be responsible for the repair costs. This includes, but is not limited to, paint and wall repair and specialized carpet cleaning.

The City agrees to include the facilities in the rounds of the City's security force, but expressly denies and negates any undertaking to insure against damage to General Meals' property and General Meals waives any and all rights to all claims, suits or actions against the City, its officers, employees, agents and representatives for loss or damage to General Meals' property.

8. CITY TOUR GROUPS AND STAFF EVENTS.

General Meals shall provide a fixed menu that will be available for tour groups as well as City staff events. This menu will include box lunches and lunch platters.

9. CITY HOSTED EVENTS.

For City events that require menu options, General Meals will furnish menu options within five (5) business days of the request. The request will include budget, menu, and service guidelines. The City will provide General Meals with a list of City events as far in advance as possible.

10. PERSONNEL.

General Meals shall employ such help and personnel as are reasonably necessary for its operations hereunder. All such help and personnel shall comply with all reasonable rules and regulations of the City as promulgated from time to time and with any applicable governmental rules and regulations insofar as they may be applicable to such help and personnel. All such personnel shall be trained and certified in food handling pursuant to all Health Department and other applicable regulations and shall be courteous, efficient and sanitary. Persons handling any food under this Agreement shall be clean and free from any communicable disease.

General Meals shall designate a Café Manager. This individual will be required to attend multiple day training with the City in order to fully understand the visitor experience.

Catering Managers from General Meals will attend a training session focused on service and safety.

In the Café, General Meals must staff appropriately for an increase or decrease in customers. The City reserves the right to require additional Café staffing during peak visitation times and to require appropriate staffing levels for events.

General Meals' staff will conduct themselves in a manner that reflects the City's commitment to superior customer service as determined by the City.

11. COMMISSION/ADMINISTRATIVE FEE.

For the period from April 1, 2015 through March 31, 2016, General Meals shall pay the City a commission of five percent (5%) of gross revenue from Café operations.

Gross revenues shall include all revenues from food, beverages and alcoholic beverages sales.

The City shall not receive commission on other services arranged by General Meals, including but not limited to rental items, valet, flowers and entertainment under this Agreement.

All monthly reports and remittances shall be made by General Meals to the Finance Director on a monthly basis, by the 20th day of the following month. General Meals and the City agree that General Meals shall maintain its financial books and records regarding the Café in accordance with

generally-accepted accounting principles and that such books and records may be reviewed by the City upon request; however the parties agree that General Meals must submit a monthly financial report to support commission remittances.

For extension periods, if any, commission rates shall be reviewed and may be renegotiated.

12. OPENING/HOURS OF OPERATION.

The Café will be operated from Memorial Day through Labor Day according to the following schedule:

10AM — 6PM — Monday — Thursday
10AM — 5PM — Friday and Saturday
1PM — 5PM — Sunday.

Hours may vary during the off season from Labor Day through Memorial Day. General Meals needs to have enough employees on site to maintain service.

13. TERMINATION FOR BREACH OR DEFAULT.

In the event General Meals shall abandon the facilities or breach or fail to comply with any of the terms and conditions of this Agreement and/or fail to meet the standards of quality and service as reasonably determined by the City and such abandonment, breach or failure continues uncorrected to the satisfaction of the City for ten (10) days after written notice of the particular abandonment; breach or failure has been sent to General Meals in accordance with this Agreement or if General Meals shall institute proceedings to be adjudicated a voluntary bankruptcy or shall consent to the filing of any bankruptcy or insolvency proceeding against it, or shall file a petition or answer or consent seeking a reorganization under the U. S. Bankruptcy Code, as amended, or be affected by any other insolvency law, or shall record in writing its inability to pay its debts generally as they become due, or take any action in furtherance of any of the aforesaid purposes, thereupon at the City's election, this Agreement may be terminated immediately by written notice to General Meals.

14. FORCE MAJEURE.

It is expressly understood that failure on the part of either party hereto to perform in whole or in part the terms and conditions of this Agreement, if such failure is attributable to acts of God, fire, flood, war, riots, insurrections or other unforeseen causes interfering with sources of supply, productions, transportation and delivery, labor strikes or other labor disturbances and for any other causes beyond the control of the parties, shall not constitute a breach hereof or failure to comply with the terms and conditions hereof.

15. LIENS.

General Meals shall at all times protect and keep the property of the City free and clear of all mechanics or other liens, attachments, encumbrances or claims arising out of the General Meals operations hereunder.

General Meals shall advise all vendors, suppliers and other interested parties as necessary that the Café is operated pursuant to this Agreement and is in no way connected with the City for payment of invoices, commitments and any other obligations undertaken by General Meals at any time. General Meals agrees to defend, indemnify and hold the City, its officers, employees, agents and representatives harmless from any and all claims or actions of any nature whatsoever brought by vendors, suppliers and other such parties in regard to the Café with respect to obligations for which General Meals is responsible.

16. INSURANCE, DEFENSE AND INDEMNIFICATION.

General Meals, at its cost and expense, shall procure and maintain insurance against any and all damage, loss or liability consistent with its obligation of indemnification as further set forth herein as follows:

A. For bodily injury or damages, fatal or non-fatal, including product liability insurance coverage, to any one person in the amount of one million Dollars (\$1,000,000.00).

B. For bodily injury or damages, fatal or non-fatal, including product liability insurance coverage, to two or more persons for any one accident in the amount of Three Million Dollars (\$3,000,000.00).

C. For property damage to the extent of Five Hundred Thousand Dollars (\$500,000.00) each occurrence, Five Hundred Thousand Dollars (\$500,000.00) aggregate.

D. Fire insurance with standard extended coverage provisions and vandalism and malicious mischief endorsements in an amount equal to 100% of the replacement value (less physical depreciation) of General Meals owned equipment, fixtures and furnishings within the Premises.

E. General Meals shall, at its own cost and expense, secure Workers' Compensation Insurance for the benefit of each of the persons employed by it for the services which are the subject of this Agreement and shall keep such insurance in force during the term of the Agreement.

General Meals agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents and representatives from any and all liability or loss of any nature whatsoever arising out of claims for personal injury, death and property damage to the extent such damages is caused by any act or omission or negligence or willful misconduct of General Meals or its agents or employees or General Meals' failure to perform its obligations under this Agreement.

General Meals shall provide to the Nauticus Director certificates of insurance evidencing insurance coverage required by this Agreement within ten (10) days after execution of this Agreement. All such certificates shall be in form and content reasonably satisfactory to the City Attorney, copies of which shall be submitted to that office for review as requested and shall name the City, its officers, employees, agents and representatives as additional named insureds. Failure of General Meals to obtain or maintain the required insurance or to provide the required insurance or to provide the required certificates shall be grounds for termination of this Agreement. All required policies shall be kept in force during the term of the Agreement and General Meals

warrants that it will maintain continuous insurance coverage as required throughout the term of this Agreement and any extensions of this Agreement.

All insurance required by this Agreement shall be obtained from and maintained with a company or companies authorized to do business in the Commonwealth of Virginia.

17. WAGE WITHHOLDINGS / TAXES.

General Meals shall, in addition, pay all social security, unemployment insurance and all other taxes or contributions imposed under any local, state or federal laws, which are measured by the wage, salaries or other remunerations paid to persons employed by General Meals and shall defend, indemnify and hold harmless the City, its officers, employees, agents and representatives from any liability for the payment of such taxes and charges and for any failure to comply with such employment laws and regulations.

18. OBLIGATION UPON TERMINATION / EXPIRATION.

On termination or expiration of this Agreement, after the removal of all of General Meals' equipment/fixtures, General Meals shall surrender to the City the facilities in good condition, reasonable wear and tear excepted, and shall surrender all of the equipment, furnishings, and supplies owned by the City. Failure by General Meals to remove General Meals' property within ten (10) days after termination or expiration of this Agreement will result in forfeiture of such property to the City.

19. COMPLIANCE WITH FEDERAL IMMIGRATION LAW.

At all times during which any term of this Agreement is in effect, General Meals shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General,

20. AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH.

General Meals hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

21. NOTICES

All notices required to be given to the City shall be mailed or delivered to:

City Manager
City of Norfolk
810 Union Street, Suite 1100
Norfolk VA 23510

Notice required to be given to General Meals shall be mailed or delivered to:

General Meals Food Services, LLC
941 19th Street
Newport News, VA 23607

Notices sent by mail, return receipt requested, shall be deemed to have been given when received.

22. WAIVER.

The parties agree that failure of a party to enforce at any time the provisions of this Agreement or failure to require at any time performance by the other party of any of the provisions hereof shall be in no way construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part hereof, or the right of either party to thereafter enforce each and every such provision.

23. APPROVAL OR CONSENT.

Whenever by the terms of this Agreement, the approval or consent of the City is required, such approval and consent shall be in writing, signed by the City Manager, his authorized representative or other party duly authorized by the City,

24. ENTIRE AGREEMENT.

No other arrangement or representations hereto, either verbal or otherwise, shall exist between the parties hereto except those written in this, Agreement. Any amendments to this Agreement shall be in writing.

25. SEVERABILITY.

Should any part, term or provision of this Agreement be declared illegal or in conflict with any laws, the body of the remaining portion of the provision shall not be affected thereby.

26. PARTIES BOUND; NO ASSIGNMENT OR TRANSFER OF AGREEMENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall not be assigned or transferred by either party unless agreed in writing.

WITNESS the following signatures:

CITY OF NORFOLK

By _____
City Manager

Attest:

City Clerk

GENERAL MEALS FOOD SERVICES,
LLC

By _____
Title _____

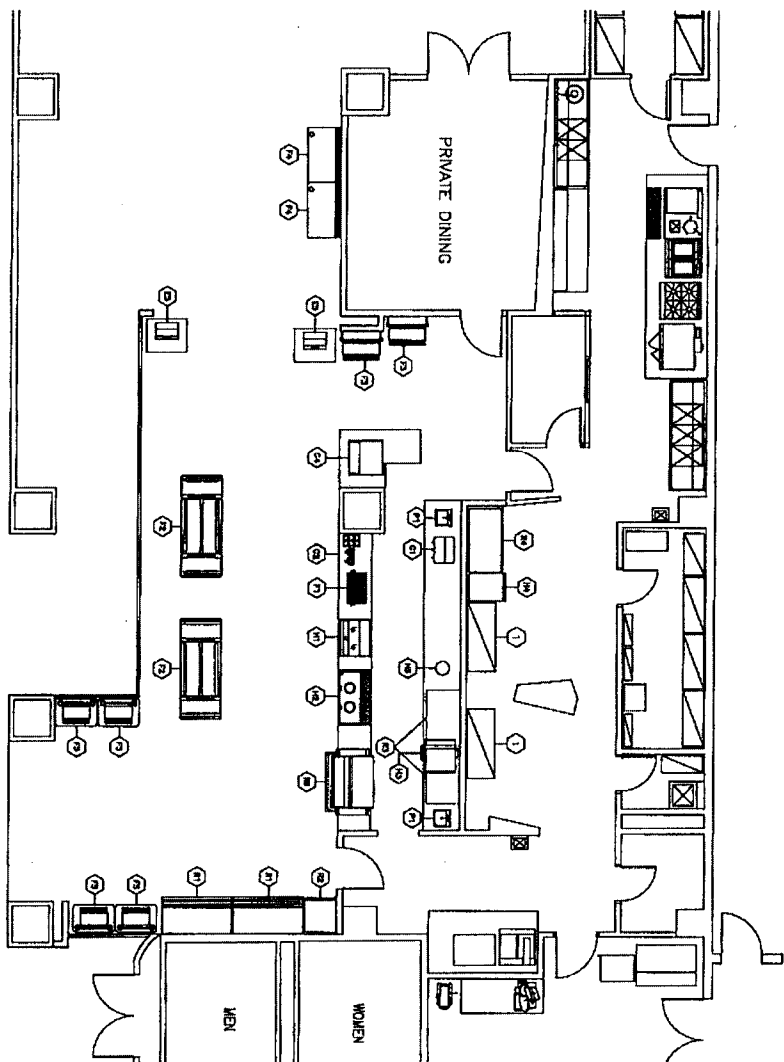
Contents Approved:

Department of General Services

Form & Correctness Approved:

Mary L. G. Nexsen
Deputy City Attorney

Handwritten: Nauticus Outtakes
Attachment A, Floor Plan
Pg 1-2



EQUIPMENT SCHEDULE		
Item No	Qty	Equipment Category
1	2	Shelving
C1	1	Coffee Brewer
C2	1	Airpot Display
C4	1	Ice/Soda Dispenser
E5	2	Cash Register
F1	1	Bakery Unit
F2	2	Gondola
F3	2	Wall Starter
F4	2	Condiment Counter
F5	4	Window Gondola w/5 shelves
H1	1	Hot Hold Display
H2	2	Soup Wells
H3	1	Turbo Chef
H4	1	Cabinet, Mobile, Warming & Holding
H5	1	Countertop Soup Warmer
P1	2	Drop-in Sink
R1	2	Air Screen
R2	1	Display Case, Frozen
R3	2	Undercounter Refrigerator
R4	1	Refrigerator, Reach-In
R9	1	Display Case

FOOD SERVICE EQUIPMENT

SCALE: 1/4" = 1'

Xc
 Nauticus Outtakes, LLC
 10000 Nauticus Blvd
 Norfolk, VA 23510

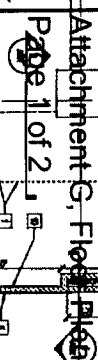
NAUTICUS OUTTAKES
1 WATERSIDE DRIVE
NORFOLK, VA 23510

SHEET NO.
A-5

DRAWING TITLE
EQUIPMENT PLAN

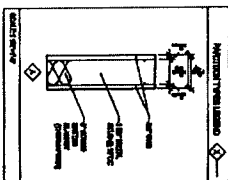
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NEW COMMUNICATIONS COORDINATION

[] NEW WORK MORE
EXISTING FUTURE
TO BE REDUCED

HIGH DRAIN TRUCK

HEAVY EQUIPMENT

EXISTING SCRYPT



City of Norfolk

NOTICE

To All Private Enterprises

The City of Norfolk (the "City") is seeking proposals from a restaurant provider to operate the dine-in restaurant and provide other food and beverage services for Nauticus Programs and Events held throughout the Nauticus Premises.

The City invites all persons or firms to respond to the Request for Proposals ("RFP") 4483-0-2014/WT by submitting a proposal consistent with the terms and conditions of this solicitation.

RFP Closing Date and Time: August 25, 2014 at 2:00 p.m. Local Time

Offeror shall ensure its proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened. Proposal shall be delivered to:

Office of the Purchasing Agent ("Issuing Office")

232 E. Main Street, Suite 250

Norfolk, Virginia 23510

RFP 4483-0-2014/WT, Nauticus Restaurant Management Services

Request for Proposal 4483-0-2014/WT
Nauticus Restaurant Management Services

Buyer: Wendy Turner
757-664-4021
wendy.turner@norfolk.gov

Issued: July 23, 2014

RFP CLOSING DATE AND TIME: August 26, 2014 at
2:00 p.m. Local Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ (Please Initial)

The undersigned agrees to perform any contract awarded as a result of this solicitation, in accordance with the terms, conditions, and requirements specified herein. The signature below shall be provided by an agent authorized to bind the company. Failure to execute this portion may result in rejection of your proposal.

Authorized Agent:

Name/Title: _____

Signature: _____

Company: _____

Address: _____

Phone: _____

Email: _____

FEI/FIN: _____

TABLE OF CONTENTS

SECTION I - GENERAL.....	1
A. DEFINITIONS	1
B. PURPOSE.....	2
C. BACKGROUND	2
D. SUGGESTED BUSINESS MODEL AND LIMINTATIONS	3
E. SCOPE OF SERVICE	3
F. TERM	5
G. EQUIPMENT AND IMPROVEMENTS	5
H. COMPENSATION:.....	5
I. PERSONNEL AND TOOL	6
J. GRANT AND PREMISES.....	7
K. INDEPENDENT CONTRACTOR.....	8
L. QUALITY OF SERVICES/PRODUCT PRICING	8
M. EMPLOYEES AND ACCESS	9
N. UTILITIES	11
O. EXTERMINATION SERVICES.....	11
P. CONTRACTOR-OWNED OFFICE EQUIPMENT AND FURNISHINGS.....	12
Q. STORAGE AND OFFICE SPACE	12
R. MAINTENANCE, REPAIR, ALTERATIONS, REPLACEMENT, LICENSES, PERMITS, AND APPROVALS	12
S. CLEANING AND SANITATION	13
T. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.....	14
U. INSURANCE DEFENSE AND INDEMNIFICATION.....	14
V. SAMPLE AGREEMENT.....	15
W. ASSIGNMENT OF AGREEMENT	15
X. RECORDS AND AUDIT	15
Y. DEFAULT BY CONTRACTOR; TERMINATION OF AGREEMENT FOR DEFAULT.....	16
Z. DEFAULT BY THE CITY; TERMINATION OF AGREEMENT FOR DEFAULT.....	17
AA. TERMINATION FOR OTHER THAN DEFAULT OR CONVENIENCE.....	17
BB. INFORMATION TECHNOLOGY	17
CC. COMPLETENESS.....	18
DD. PARAGRAPHS.....	18
EE. AMENDMENTS AND SUPPLEMENTS.....	18
FF. APPLICABLE LAW AND VENUE	18
GG. GENERAL.....	18
HH. HEADINGS.....	18
II. NO WAIVER.....	19
JJ. SEVERABILITY.....	19
SECTION II - SPECIAL INSTRUCTIONS TO THE OFFEROR	20
A. Issuing Office:	20
B. CONTRACT ADMINISTRATOR:	20
C. CONTRACT TERM:	20

D. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS:	20
E. OFFERORS OF RECORD:	20
F. PRE-PROPOSAL CONFERENCE:	20
G. QUESTIONS AND ADDENDA:	21
H. CHANGES OR MODIFICATIONS:	21
I. RFP CLOSING:	21
J. PROPOSAL SUBMITTAL REQUIREMENTS:	21
K. EVALUATION OF PROPOSALS:	23
L. PREPARATION OF PROPOSALS:	23
M. PROPOSAL BINDING FOR ONE-HUNDRED EIGHTY (180) DAYS:	23
N. PROPRIETARY INFORMATION/NON-DISCLOSURE:	23
O. AWARD:	24
P. DISPOSITION OF PROPOSALS:	24
Q. COST INCURRED IN RESPONDING:	24
R. OFFEROR OBLIGATION:	25
S. NON-ASSIGNMENT:	25
T. NOTICES:	25
U. GOVERNING LAW AND VENUE:	25
V. ANTI-COLLUSION:	25
W. ETHICS IN PUBLIC CONTRACTING:	25
X. NONDISCRIMINATION:	26
Y. DEBARMENT CERTIFICATION:	26
Z. DEFEND AND HOLD HARMLESS AGREEMENT:	26
AA. COMPLIANCE WITH FEDERAL IMMIGRATION LAW:	26
BB. COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:	26
CC. PRICE INCREASE/DECREASE:	26
Attachment A: Anti-Collusion Statement	28
Attachment B: Ethics in Public Contracting	29
Attachment C: Nondiscrimination	32
Attachment D: Debarment Certification	33
Attachment E: Compliance with Federal Immigration Law	335
Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia	37
ATTACHMENT G: FLOOR PLAN	39
ATTACHMENT H: EXISTING EQUIPMENT INVENTORY	41
ATTACHMENT I: RESTAURANT SALES HISTORY	43
ATTACHMENT J: PREMISES ATTENDANCE METRICS	46
ATTACHMENT K: SAMPLE CONTRACT	47

SECTION I - GENERAL

Definitions, Purpose, Background, and General Scope of Services:

A. DEFINITIONS

(a) "The Services" — The services shall be divided into two distinct areas of food and beverage service as provided by Contractor pursuant to this Agreement:

(1) The exclusive provision of all aspects of food and beverage service to the public in the restaurant area of Nauticus (currently known as "Outtakes"), including, but not limited to personnel, equipment, accounting systems, and marketing materials.

(2) The non-exclusive provision of food and beverage services for certain events at Nauticus, Half Moone Cruise and Celebration Center, the Battleship Wisconsin or on the Premises as determined by the Director.

(b) "Premises" - The entire facilities at NAUTICUS, located on the property of the City of Norfolk at One Waterside Drive which includes Nauticus, the Half Moone Cruise and Celebration Center, the Battleship Wisconsin and adjacent grounds, piers, marinas, and drives.

(c) "Director" - The Director (or Acting Director) of Nauticus for the City of Norfolk or his designee.

(d) "Profits" - The term "profits," as used herein, means all revenues remaining from all restaurant sales and concession food and beverage sales (inclusive of catering sales) rendered by Contractor at the Premises after the deduction of Operating Charges in connection therewith.

(e) "Branded Products" — means, if applicable, food or beverage products which are advertised, marketed and sold outside the Premises in retail stores to the general public under the same brand name in which the product is offered for sale within the Premises and also includes food and beverages sold in accordance with license agreements, franchise agreements and the like.

(f) "Catering Services Sales" — means eating and dining service at Premises including banquet services and hors d'oeuvres and all food, non-alcoholic beverages and alcoholic beverages (including beer, wine and liquor) served by Contractor at Nauticus Events, including where the menu includes items that must be prepared off-site also including room service, exhibitor service, personnel service and mobile thematic emphasis food service.

(g) "Concession Food and Beverage Sales" — means the selling of concession items at Premises as are generally sold at permanent or portable concession stands and walking vendor concession. These items include, but are not limited to, sodas, hotdogs, popcorn, candy (except as listed as Confections), hot and cold sandwiches, potato chips and pretzels, alcoholic beverages (including beer, wine and liquor) and non-alcoholic-beverages.

(h) "Confections" — means Jumbo/King-Sized Candy Bars.

(i) "Restaurant Sales" — means food and beverage sales made at the Nauticus restaurant (excluding vending machine sales).

(j) "Specialty Food and Beverages" — means food and beverage items not typically offered for sale at concession stands, to be mutually agreed upon by Contractor and the Director.

(k) "Vending Services Sales" means the sale of food and beverage products through coin or cash operated machines as such services and devices are specifically agreed to in writing between Contractor and the Director. The parties hereby agree that Contractor shall subcontract the provision of Vending Services Sales to a third party its choice, and the City consents to the use of such subcontractor by Contractor and further agrees to allow such subcontractor reasonable access to the Premises in order to provide said services.

(l) "Third-Party or Subcontracted Sales" — means sales conducted by third parties engaged by the City to sell certain food and drink items and products at the Premises.

(m) "Contractor Premises" — means those areas of the Premises designated for Contractor' exclusive use, including kitchen, food preparation areas, office space, storage areas and other spaces as shown on Exhibit D.

(n) "Operating Charges" means an accrual of charges and expenses incurred or allocated for operation and administration of the Services. Such operation and administration charges and expenses may include, but shall not be limited to, the following: (i) Purchase or rental, storage, and maintenance of inventory, Contractor owned equipment and systems; (ii) Provision of training, relief staff, wage and salary, payroll tax, FICA, FUI, SUI, and Employee benefits such as medical, dental, life, workers' compensation, and state disability insurance, payroll and benefit plan preparation, processing, and administration; (iii) Payment of sales or property taxes of Contractor owned equipment, licenses, permits, rent, special security costs, cash or property losses related to Contractor employees; and (iv) Deployment or investment of capital in connection with the Services. In the event of a change in social security taxes or the federal or state unemployment taxes, or in the event of an imposition of new federal, state, or local payroll based taxes, or in the event of an increase in the minimum wage rate or the enactment of any "living wage" or similar laws by any governmental entity, or in the event of any increased costs of Contractor employee benefits, the foregoing Operating Charges shall be changed by the projected change in costs to Contractor from the date such change occurs.

B. PURPOSE

The City of Norfolk is accepting proposals from experienced firms for exclusive operation the dine-in restaurant and non-exclusive support of Nauticus Programs and Events held on the Nauticus Premises on a multi-year contractual basis. Compensation for services provided shall be in the form of a commission for dine-in services, a fixed fee per event for Nauticus events, and fixed prices for box lunches and overnight breakfasts.

C. BACKGROUND

The Nauticus Museum was built in 1994 and has operated a retail restaurant primarily under contract to a private firm since 1997. Approximately 200,000 paid guests visit the Nauticus museum and tour the Battleship Wisconsin every year. An additional 50,000 cruise ship passengers pass through the Half Moone Cruise and Celebration Terminal and 50,000 guests visit the Naval Museum and attend military ceremonies on the Battleship Wisconsin. The Victory Rover also partners with Nauticus to provide a boat tour of the Naval Base in combination with a Nauticus admission. The Sail Nauticus Program, which started in 2013, provides adult membership events, sail boat tours, and sailing lessons for adults and youth. Youth summer camps are offered and after school programs are offered during spring and fall. The adjacent Town Point Park hosts various events through the summer that bring several hundred thousand visitors to the downtown waterfront each year. While the restaurant Contractor primarily serves visiting guests, staff, and volunteers during museum hours in the full service Nauticus restaurant, considerable opportunity exists for the restaurant to serve these additional markets. As requested, the Contractor may provide box lunches for school and adult groups visiting Nauticus, provide food and beverage service to after hour fundraisers, exhibitions, events, and programs sponsored by Nauticus, and prepare hot breakfasts for scouts and other groups sleeping over on the Battleship Wisconsin. Nauticus maintains, at its expense, an active ABC beer/wine/mixed on-premises restaurant license that is available

to the contract restaurant operator to support sale of alcohol to Nauticus guests in the restaurant and to guests and members attending Nauticus events at various dining areas throughout the Premises.

D. SUGGESTED BUSINESS MODEL AND LIMINTATIONS

The Contractor will be responsible for establishing their business model of choice. While the business model used is the responsibility of the Contractor, Nauticus has gained experience with best practices over the years and offers this input as to a business model that we expect would be most profitable and effective for our guests. Please note that this agreement does not include the provision of catering services to private individuals and firms who lease Nauticus Premises venues for private third party events. Premises-wide third party catering services are already in place with contract catering firms under separate agreement and are not included in this solicitation for restaurant services. Therefore, the remaining business available to the restaurant Contractor is limited to serving guests, employees, and Nauticus events. Given the limited opportunities available to the Contractor, Nauticus strongly suggests that the best potential for profitability and sustainability is to incorporate the following considerations in their written business plan:

- (1) A scalable "grab and go" system served on-site for foods such as sandwiches, soups, wraps, salads, etc. for the main restaurant operations,
- (2) Systems to accommodate a highly variable seasonal transaction rate while maintaining short wait times for guests,
- (3) Moderate pricing competitive with other local restaurants,
- (4) Food quality and service at least on par with other local restaurants,
- (5) Plan to efficiently prepare and deliver box lunches for groups visiting the museum,
- (6) Sale of beer and wine, including specialty and craft beers, in the primary dining area for museum guests during regular museum business hours,
- (7) Sale of prepared food, concessions, and beer/wine/mixed drinks in the primary dining area and other pre-defined dining areas throughout the Nauticus Premises for Nauticus after hour events,
- (8) Plan to offer vending, reduced staff, and/or reduced operating hour models during the off-season period January 1 through March 31.

E. SCOPE OF SERVICE

Contractor shall provide the following services under this Agreement:

1. Provide full service dine-in restaurant services. Compensation for dine-in restaurant services shall be based on a percent of sales commission. These services should follow the preferred business model described in Section I-D which may include the sale of beer and wine in the primary dining area to visiting guests during museum hours. The layout of the restaurant and primary dining area is included in **Attachment G, Floor Plan**. The use of this space, utility services, site ABC license fees, and all existing furniture, fixtures, and equipment shall be made available to the Contractor to support operations at no cost to the Contractor except as specified elsewhere herein. See **Attachment H, Existing Equipment Inventory**, for a listing of current City owned equipment. An estimated 26,000 customers are served annually in the restaurant generating \$250,000 dollars in gross sales. These figures do not include alcohol sales because no alcohol has been sold in the restaurant over the past five years. See **Attachment I, Restaurant Sales History** and

Attachment J, Premises Attendance Metrics, for historic monthly sales volume, restaurant operating expense, transaction type, and Museum foot traffic information.

2. Provide tiered-price box lunches. The Contractor shall be compensated on a fixed price per box lunch. Several box lunch configurations shall be made available at various price points to accommodate both youth and adult groups. An estimated 1700 box lunches are served to 30 groups annually.
3. Provide hot prepared breakfast for Battleship overnight guests. The Contractor shall be compensated on a fixed price per breakfast. These breakfasts will be prepared in the restaurant before museum operating hours. An estimated 5400 breakfasts will be served over 36 Sunday mornings to groups sleeping over on the Battleship Wisconsin annually. The Overnight program is new in 2014, so these sales are not reflected in the totals shown Section I, Paragraph E-1 above.
4. Provide food and beverage services for Nauticus events. Specific services and pricing for food and beverages to be sold during Nauticus events shall be determined in advance by Nauticus management. Services for Nauticus events shall include beer/wine/mixed alcohol sales when requested. Please note that not all non-profit events are intended to make a profit. Donor cultivation events may be offered at low or no cost to the guest while annual capital fundraisers may be priced at many times cost to raise significant funds. To accommodate this variability and allow the Contractor to remain profitable for any supported event, a cost plus fixed fee reimbursement will be provided to the Contractor for support of Nauticus events. All revenue received by Contractor through support of Nauticus events shall be forwarded to Nauticus, and all related Contractor expense shall be reimbursed by Nauticus on a guaranteed cost reimbursement basis. An Administrative Fee per event based on the type of event may be assessed to cover Contractor profit and overhead. From time-to-time and as coordinated and agreed to in advance, the restaurant Contractor is permitted under this Agreement to accept qualified volunteer labor support offered by Nauticus Management to supplement the Contractor's staff in the provision of food service operations, concession sales, and/or bartending services during these Nauticus events. Such personnel shall be considered Volunteers under the supervision and control of the Contractor at all times during Nauticus events for ABC, insurance, and other regulatory purposes. An estimated 50 Nauticus events will be held from April through October annually. Each event will serve on average 50 guests.
5. Develop and maintain a comprehensive marketing plan. A preliminary marketing plan shall be submitted with the Proposal and updated at least annually in cooperation with Nauticus Marketing staff. The marketing plan shall be that leverages existing Nauticus advertising systems to encourage patronage of the restaurant by visitors to the museum and the Norfolk waterfront. The marketing plan shall include concrete plans to attract other markets including, but not limited to, cruise ship stop/over passengers, Town Point Park festival attendees, special event and exhibition attendees, trade show/convention attendees, adult and school groups that have not pre-arranged box lunches, after-hour program attendees, and local business employee lunch business. Nauticus shall make available, at no cost to the Contractor, the large video board on the exterior of Nauticus to advertise services and promotions of the Contractor. The Contractor shall provide Nauticus with a graphic message "slide" that shall be included in rotation on this video board. The Contractor may change their message as desired to promote special offerings, etc. At a minimum, the Contractor slide will be viewable on a seven minute rotation by over 31,000 vehicles per day. The Contractor shall actively work with Nauticus Marketing and Advertising staff to ensure that

all advertising opportunities are considered and potential market segments addressed. Such marketing opportunities should include discounts for Nauticus employees and members to facility promotion of the restaurant services to visiting guests and add value to the membership program. The Contractor shall identify any such discounts within the marketing plan. The Contractor shall offer a discount rate of 10% for Nauticus members based on an estimated 10 members served per day. The Contractor should offer a discount rate of 25% for Nauticus employees and volunteers based on an estimated 15 employees served per day. Any discounts offered shall be considered part of the overall marketing plan and shall not be used as a discrete evaluation parameter during proposal evaluation.

F. TERM.

The term of the agreement shall be for a one year period beginning when contract is signed and ending 1 year later. The agreement may be extended for up to four additional one year periods at the option of the City by so notifying the Contractor in writing.

G. EQUIPMENT AND IMPROVEMENTS

A major capital improvement campaign valued at over \$500K was recently completed for the restaurant. Therefore, any purchase or maintenance of additional equipment outlay required by the Contractor shall be at the Contractor's expense and not amortized against this Agreement. The City intends to turn over the facility to Contractor in an "as is" condition. All equipment currently on site is the property of Nauticus and shall remain the property of Nauticus throughout this agreement. The current equipment inventory is shown on Attachment #, Existing Equipment, and shall be made available to the Contractor for use as needed at no charge. The Contractor shall assume responsibility for maintenance, repair, and replacement of all existing City equipment. Maintenance for which the Contractor shall be responsible includes, but is not limited to cleaning and pumping of grease traps and holding tanks per local ordinance, and maintaining all portable electrical equipment, fixtures, and hardware. To the extent that any loss or damage to City-owned equipment and Premises is attributed to the negligent acts or omissions of the Contractor, the Contractor shall be responsible for the cost of repair or replacement of such equipment or Premises.

The Contractor will be responsible for installation and maintenance of all computers, faxes, and POS terminals. Nauticus shall furnish wiring for two existing analogue telephone lines for telephone, fax, and credit card POS machines. Activation and telephone service of these lines for Contractor use shall be at discretion and expense of the Contractor. For security reasons, no access to the City's computer network, either wired or wireless, can be provided. Therefore, any network or internet services desired by the Contractor must be installed and maintained at the Contractor's expense and with the prior approval of Nauticus.

H. COMPENSATION:

The Contractor shall quote a firm fixed commission rate based on the total gross sales generated through the primary dine-in restaurant operations during museum business hours. The Contractor shall quote a fixed per-meal price schedule for box lunches and overnight breakfasts. The Contractor shall quote a

fixed Admin Fee for support of Nauticus events. A monthly Summary Statement shall be forwarded to Nauticus within 30 days of month end detailing these components. The Statement shall be accompanied by an invoice or check made payable to the City of Norfolk depending on the net revenue or cost of operations for the preceding month. The Statement shall show a net total cost and include the following calculation details:

1. Any Cost for box lunches prepared and itemized by event,
2. Plus any Cost for overnight breakfasts prepared and itemized by event,
3. Plus any Cost to reimburse Contractor expense of Nauticus events and itemized by event,
4. Plus any Cost of Fixed Service Fee for Nauticus events itemized by event,
5. Minus any Revenue generated by Contractor through Nauticus events itemized by event,
6. Minus any Commission due to Nauticus for dine-in sales for the previous month.
7. Net balance due to Contractor if positive amount or due from Contractor if negative balance.

In addition to the monthly statement, the Contractor shall provide monthly financial reports to the City detailing the results of all operations. All rates including the commission rate, box lunch costs, and the Nauticus event Service Fees shall be reviewed annually and may be renegotiated annually at the discretion of the City. Examples of reasons why the rates may be renegotiated include, but are not limited to, (1) if the actual attendance, guest count, or sales projections shown herein vary significantly from the estimates provided, or (2) if the Contractor's financial reports demonstrate a net loss for the preceding calendar year. If mutually agreeable rates cannot be established, then the agreement may be terminated as described in Section I-Z.

The City shall at all times have the right to examine and copy books, papers and records of the Contractor solely and directly related to gross receipts and invoices to support gross receipts, and as otherwise may be solely and directly related to all aspects of the food and beverage services at the Premises pursuant to this Agreement. If feasible, Contractor shall keep all books and records pertaining to the food and beverage services at the Premises or in an office in the City. Contractor shall submit other financial statements pertaining to the food and beverages services, which may from time-to-time, during the term of the Agreement be reasonably required by the City.

I. PERSONNEL AND TOOL

The Contractor agrees to secure at its own expense all personnel and tools required to perform the services under this Agreement. The City has the right to restrict personnel hired by the vendor and such personnel shall not be employees of nor have any contractual relationship with the City. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

J. GRANT AND PREMISES

The City shall grant the successful Contractor and Contractor shall accept from the City the right and obligation to provide the Services as defined in this Agreement for the term of this Agreement as set forth in this RFP.

The City reserves the right to provide or contract with Contractor(s) other than Contractor for the provision of vending services outside the restaurant area as shown on Exhibit A.

The City agrees to and hereby permits Contractor to occupy certain space and areas at the Premises defined as "Contractor Premises" as described on Exhibit A attached hereto for the purpose of Contractor providing services pursuant to this Agreement.

In addition to the Contractor Premises, the City shall permit Contractor to use other portions of the Premises as follows:

- (a) Portions of the Premises which may be suitable for use by a concessionaire during cruise ship activity or peak guest traffic times, by mutual agreement between the Director and Contractor.
- (b) Portions of the NAUTICUS loading dock area for Contractor deliveries.
- (c) Portions of the NAUTICUS lot for parking purposes. Contractor shall be provided two (2) such parking spaces free of charge for use by its employees.

Contractor shall have use of the above-noted Premises as necessary for the food and beverage operations services; provided, however, that the City may enter the Premises in a reasonable manner during normal business hours for any reasonable purpose which is necessary in the furtherance of the City's business. Such business may include, but is not limited to, access to electrical panels, plumbing fixtures, other utility spaces and the Nauticus Restaurant for non-catered events. The City shall make any such entry only after reasonable prior notice to Contractor, and in a manner and at a time which minimizes the disruption to Contractor's business.

The City and Contractor acknowledge that Contractor shall provide daily restaurant food services with such operating hours and personnel requirements subject to the approval of the Director or his/her designee. At no time shall Contractor close, not open or deviate from standard procedures established by the Director without obtaining the permission of the Director or his/her designee. Contractor and the City acknowledge that for each day Contractor will provide reasonable and adequate service consistent with the activities at the Premises.

Periodically, the Director and Contractor will confer in an effort to agree upon the nature and scope of operation, which is consistent with their respective business interests, such conferences will occur as required by the Director, but no less frequently than quarterly. A Contractor representative may be required to attend other meetings required by the Director. Contractor will be advised of such meetings in advance.

The Director or his/her designee shall give Contractor advance notice, whenever possible, of the nature and scope of scheduled events as might affect the ability of Contractor to respond to food and beverage demand, such as: large tour bus activity, school groups, cruise ship calls, and other such information as is available regarding a substantive increase in probable attendance. In addition, every reasonable effort will be made by the Director to notify Contractor of cancellation of scheduled events, activity, or group arrivals of which due notice has been given the City, but the City shall not be liable for failure to advise Contractor of cancellation of such activity.

Further, nothing contained herein shall be interpreted to limit Contractor in taking the initiative to obtain event information from the Director.

K. INDEPENDENT CONTRACTOR

It is understood and agreed by the parties that the Contractor is an independent Contractor pursuant to this Agreement and that, neither the corporation, nor its employees, agents or representatives, are or shall be employees of the City for any purpose whatsoever.

L. QUALITY OF SERVICES/PRODUCT PRICING

The food and beverage services at Premises shall be first class and comparable to the highest quality services offered at comparable facilities in the Hampton Roads area. The quality, quantity, size, weight, price, brands and manufacturer of all food and beverages sold by Contractor pursuant to this Agreement shall be mutually determined by Contractor and the Director and shall be documented on a comprehensive food and beverages product list provided to the Director. The parties agree that all foods and beverages sold by Contractor at the Premises shall be agreed to by Contractor and the Director in writing. This list (Menu Listing) of all food and beverage items shall be itemized as follows: Restaurant Food and Beverages, Branded Products, Specialty Food and Beverage and Vending Items and will include the name or type of product, the size or portion and the current price to be charged for the item.

The Menu Listing shall be reviewed and mutually determined on for each extension period, if any, and again after 6 months during each period, by the Contractor and Nauticus Director or his/her designee.

Contractor shall attempt to satisfy every reasonable pricing and selection request of the Director, provided that, as a matter of general policy, prices shall not be higher than those charged at comparable Hampton Roads area restaurants, bars, snack stand facilities, comparable museums, stadiums, convention centers, and arenas for the same quality products.

The City may require Contractor to sell and feature certain brand food or beverages required to be offered by the City under agreements between the City and a third party; provided however that such obligation shall not cause Contractor to violate the terms of any of pre-existing purchasing agreements with its vendors.

The vendor shall operate and conduct its operations so that all persons who shall patronize the location shall always be promptly and satisfactorily served. All areas of the Contractor Premises shall be kept clean, orderly and sanitary at all times and in accordance with applicable laws, ordinances and regulations. All areas of the general Premises at which concession sales are conducted shall likewise be kept clean, orderly and sanitary at all times. Drinks shall be served in cups with the use of sealed covers when appropriate. All food and beverage items sold by Contractor shall be the highest quality in accordance with the industry and shall always conform to the requirements of all applicable laws, ordinances and regulations. All food and beverage items purchased or acquired by Contractor shall be stored and handled at all times consistent with standards of solicitation, preservation and purity in accordance with the highest industry standard and applicable law and also shall be subject to inspection and acceptance or rejection by the Director or his/her designee or duly authorized representatives of governmental agencies on the basis of those standards. Leftover, stale or spoiled

food and beverages shall not be sold by Contractor. With the exception of the ABC site license which shall be furnished at the expense of Nauticus, the Contractor shall procure and maintain, at its sole expense, all licenses and permits required for the operations of food and beverage operations on the Premises. Upon request by Contractor to the Director, the City will use its best efforts to assist Contractor in obtaining such licenses and permits.

The Director shall have the right to reject the character of service by Contractor personnel and require that undesirable service practices be remedied. Failure of Contractor to take appropriate action in this regard after notification from the Director may result in the termination of this Agreement in accordance with the provisions contained in Paragraph I-Y of this Agreement.

Notwithstanding anything contained herein to the contrary, Contractor shall purchase inventory, equipment, and services from various sellers and vendors selected by Contractor at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms. Contractor deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Contractor. The City does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of the City's obligations hereunder. Notwithstanding the foregoing, Contractor shall not utilize Vendors that may be prohibited from providing goods and services to the City of Norfolk by ordinance or other regulation or a dispute with the City.

M. EMPLOYEES AND ACCESS

All persons employed by Contractor, including any third-party or persons subcontracted by Contractor, at the Premises in the food and beverage operations services shall be the sole responsibility of Contractor and shall be paid by Contractor. Contractor shall pay all applicable social security, unemployment, workers' compensation and/or other employment taxes or contributions of insurance, and shall comply with all federal and state and local laws and regulations relating to employment generally, minimum wages, social security, unemployment insurance, and workers' compensation.

All employees of Contractor, third-parties and sub-Contractors used by Contractor and all other persons necessary and desirable for use by Contractor in the food and beverage operations services at the Premises shall have reasonable unimpeded, ingress and egress to the Premises, as necessary to conduct their duties prior to, during and for a reasonable time after events, for the purpose of this Agreement including, but not limited to, services for delivery of food and beverages to the Premises, subject to reasonable and applicable procedures established by the Director. The City reserves the right to deny access to the Premises to any person, including Contractor employees or agents, for good cause as determined by the Director.

Contractor shall be responsible for claims for any damages and losses to the extent such damages and losses are caused by the negligent actions or willful misconduct of all Contractor employees or Contractor' sub-Contractors.

All Contractor employees shall be trained and supervised and adequate in number to provide services required by this Agreement by Contractor. In addition, Contractor shall employ a general manager, who is satisfactory to the Director, at all times during the term of this Agreement. If at any time the Director deems the Contractor general manager or his/her designee unsatisfactory and gives reasonable grounds therefore, Contractor agrees within thirty (30) days to replace him or her with a general manager who is satisfactory to

the Director. The City reserves the right to interview other members of Contractor staff assigned to the Premises and Contractor will keep the Director informed of any changes in personnel assigned by Contractor to the Premises. Contractor will at all times ensure that all positions are filled during the course of this Agreement and will inform the Director if any positions become vacant for whatever reason. Such vacancies will be filled in the most expedient manner possible to ensure top quality service to the patrons and the City.

All Contractor employees shall at all times be neatly and cleanly uniformed at the expense of Contractor with name badges worn at all times. Uniforms for Contractor employees shall be of a design and style that befits quality food and beverage service and subject to approval by the Director. Accurate records shall be kept of the names and addresses of those to whom such badges are issued to assure proper identification of employees at any time required by the Director or any other proper agency.

All Contractor employees shall at all times reflect personal cleanliness and shall not be unshaven, unkempt, or unclean. All Contractor employees shall at all times be polite and courteous in their interactions with patrons coming to the Premises. In the event of disputes between patrons, other Premises staff and Contractor personnel, the Director shall be the final determinant of any discipline that may be required, in consultation with Contractor management staff.

If the Director deems any Contractor employee to be unsuitable pursuant to this Agreement, Contractor shall discipline or dismiss and not reemploy in accordance with applicable laws and regulations relating to employment practices.

Contractor shall train and closely supervise all Contractor employees so that they are aware of and habitually practice the high standards of cleanliness, courtesy, and service required. The activities of Contractor shall be such as to render service to the public in a dignified manner and no pressure, coercion or persuasion shall be used by Contractor or its employees in an attempt to influence the public to use the food and beverage services of Contractor.

All food and beverages sales shall be conducted and operated under the supervision of the Director and shall in no way interfere with the orderly operation of NAUTICUS. The sales shall be conducted at the times and from the locations designated by the Director. No Contractor employees will be permitted to circulate throughout the Premises for the sale of any food and beverages, except with the permission of the Director. Neither Contractor nor its employees shall distribute campaign or political literature or any literature of any kind at any time in or on the Premises.

Nothing herein contained shall be held to limit or qualify the right of the City to a free and unobstructed use, occupation, and control of the Premises and ingress and egress for itself, its lessees and the public.

The City acknowledges that the continuing employment by Contractor of its general manager at the Premises is critical to Contractor's successful operation of food and beverage services. Accordingly, the City agrees, absent express written permission of Contractor, not to actively solicit or recruit Contractor's general manager for employment in food service facilities operated or to be operated by City at the Premises for a period of three (3) years following the date of termination or expiration of this Agreement. Nothing herein contained shall be deemed to prevent the City from employing or offering employment to any individual who shall have applied for employment by his or her own initiative, without encouragement, recruitment or solicitation by the City. In addition, the City acknowledges that Contractor has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas,

computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to Contractor's manner of conducting its business and that such information is available, on a confidential basis, to the City's supervisory employees. Therefore, the City agrees, absent the express written permission of Contractor, not to actively solicit or recruit Contractor's supervisory employees to work in any food service facility operated by the City during the Agreement and twelve (12) months following the date of termination or expiration of this Agreement (unless such employees were formerly employees of the City) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider. For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services at the Premises at any time during the twelve (12) month period immediately preceding termination or expiration of this Agreement. Nothing herein contained shall be deemed to prevent City from employing or offering employment to any individual who shall have applied for employment by his or her own initiative, without encouragement, recruitment or solicitation by the City.

N. UTILITIES

The City shall furnish all electricity, gas, water, and drainage service. Anything herein to the contrary notwithstanding, the City shall not be liable or responsible for any failure to furnish the services set forth above occasioned by strike or other work stoppage, federal, state, or local government action, breakdown, or failure of apparatus, equipment or machinery employed in supplying the said services, any temporary stoppage for the repair, improvements or enlargement thereof, or any act or condition beyond reasonable control.

At the City's expense, the City shall furnish the Contractor with adequate electrical connections, at and in the Premises to permit the Contractor to operate the electrical equipment customarily used in connection with food and beverage operations services on the Premises. The City shall also pay the cost of electrical current used by the Contractor in connection with the Contractor's food and beverage operations at the Premises. Contractor may desire to relocate existing electrical, water, gas, or other utilities to improve its operating efficiency. The Contractor may relocate such connections at the Contractor's sole expense by submitting a written plan for approval by Codes Officials and the Director. Such approvals will not be unreasonably withheld.

At the City's expense, the City shall heat and air condition the Premises in a proper manner and shall furnish the Contractor at the Premises with an adequate potable hot and cold water supply, appropriate drainage and sewage facilities to permit the Contractor to use the Premises for the purpose of this Agreement.

Contractor shall, at its expense, be responsible for appropriate reporting, maintenance, cleaning, and draining of grease traps and similar waste control systems in full compliance with all local, state, and federal regulations.

O. EXTERMINATION SERVICES

The City shall be responsible for providing extermination services required to ensure that all areas of the Contractor Premises are free of all pests, insects and rodents, including, but not limited to, roaches, water bugs, silverfish, ants, mice and rats.

P. CONTRACTOR-OWNED OFFICE EQUIPMENT AND FURNISHINGS.

Contractor shall furnish its own equipment at its sole expense, for the proper operation of its office spaces. All such Contractor-owned office equipment, and furnishings to be used by Contractor in the food and beverage operations and services at the Premises shall be listed on a separate inventory and made part of this Agreement as Exhibit B-2. Such equipment may include, but not be limited to, office furniture, safes, calculators, computer systems, cash counting equipment, white boards, and telephone systems. All such office equipment and furnishings are and shall remain the property of Contractor and shall be removed by Contractor within 48 hours of the expiration or termination of this Agreement; otherwise all such items shall become the property of the City.

The parties agree that all Contractor-owned, Office Equipment and Furnishings listed on Inventory Attachment to the Agreement shall be reviewed, updated and signed by Contractor and the Director on or before August of each year during the Agreement.

Q. STORAGE AND OFFICE SPACE.

The City shall furnish to Contractor, without charge, adequate storage and commissary space for stock and equipment where available and to furnish to Contractor spaces, without charge, for office, money counting, and record keeping purposes, such spaces as shown on the Map, which is Exhibit A to this Agreement.

R. MAINTENANCE, REPAIR, ALTERATIONS, REPLACEMENT, LICENSES, PERMITS, AND APPROVALS.

The maintenance, repair, and upkeep, during this Agreement, of all City-owned equipment, fixtures, and furnishings shall be at the expense of the contractor. The City shall be responsible for maintenance and repair of all permanent water, gas, or sewer lines, and electrical service to the Premises which shall be at the expense of the City. The City will be responsible for the maintenance, repair and replacement of all work areas and surfaces of the Contractor Premises to include, but not be limited to, counters, ceilings, floors, walls and storage areas. Contractor shall not be obligated to replace any equipment, fixtures or furnishing at its expense (except for the Contractor owned office equipment), unless replacement of such items is necessitated by Contractor's negligent maintenance, repair and/or upkeep of such items as required under this Section. Alterations and replacements of equipment, fixtures and furnishings used in the food and beverage operations services must be approved by the Director.

All replacement equipment such as light bulbs, light covers, and lighting fixtures within the Contractor Premises shall be the responsibility of the City.

The City shall repair and maintain the Premises, which shall include the Contractor Premises. The City shall keep and maintain the Premises and the Contractor Premises in such a condition so as to permit Contractor to conduct the food and beverage operations services in an efficient and safe manner. The City's responsibility to repair and maintain the Premises and the Contractor Premises shall include, but is not limited to, routine maintenance, preventive maintenance, sewage, plumbing, heating, air conditioning,

electrical systems, roof and structural repairs which may be necessary from time to time, all in accordance with good business practices and applicable laws. Any damages to or repairs needed to the Premises or the Contractor Premises to the extent caused by the negligence of Contractor will be the responsibility of Contractor for payment within thirty (30) days of billing.

S. CLEANING AND SANITATION.

Contractor shall at all times be responsible for keeping the Contractor Premises clean in accordance with the industry standards compliance with local, state and federal health regulations: Periodic health inspections shall be attended by both Contractor staff and City staff. At no time shall Contractor walk through the Contractor Premises during such an inspection without being accompanied by the Director or his/her designee. Contractor shall be responsible for correcting and paying for any deficiencies found by inspectors in the Contractor Premises to the extent that such is a result of Contractor's failure to fulfill a Contractor obligation hereunder, including but not limited to, cleanliness, temperature settings on refrigeration equipment of dish machines, functionality of stoves, ovens, refrigeration equipment, sinks and similar equipment.

Contractor shall provide its own janitorial services (subject to the reasonable approval of the Director) for pickup, cleanup, and disposal of all litter for all areas of the Contractor Premises used by Contractor to conduct the food and beverage operations services including but not limited to the kitchen and restaurant areas. Contractor shall also clean and keep service areas free of debris at all times.

Contractor will be responsible for the cleaning and sanitation of all food service production, storage, and service areas including equipment, daily sweeping and mopping of floors, spot cleaning of walls up to a height of 6' above floor level, and wiping or dusting of shelving of the restaurant area, cleaning of table tops, emptying waste receptacles, and other related sanitation functions. The City will provide dumpsters and dumpster services at the City's expense for use by Contractor. The City will be responsible for all additional cleaning of all walls, floors, ceilings, lighting fixtures, windows, blinds, and carpets, as may become necessary.

All trash generated by Contractor in Contractor Premises shall be transported by Contractor staff to the dumpsters located behind NAUTICUS and properly disposed of by Contractor staff. At no time shall Contractor staff place trash, litter, bags of trash or any other form of debris generated from Contractor Premises and/or by Contractor staff onto Premises for removal by City staff. It is Contractor's sole responsibility to properly bag, transport and dispose of trash from Contractor Premises to the proper dumpster.

Contractor shall keep clean, on a continuing basis, the section of the loading dock where food and beverages are delivered and will be responsible for the return of all pallets, storage containers, linens and other equipment that belong to suppliers used in the food and beverage operations services. All trash and garbage receptacles used by Contractor will be cleaned and sanitized by Contractor to ensure a high standard of sanitation. Grease removal shall be the responsibility of Contractor and shall be handled to avoid collection and spillage. Contractor may not dump grease, oil or other foreign substances into sinks or drains at the Premises. Repairs or damage resulting from such actions shall be the responsibility of Contractor as will any fines that may be levied by third parties as a result of such actions.

Contractor will cooperate with the City to create a "Recycling Program" for use at the Premises to efficiently and economically separate and recycle such materials that can be salvaged for such a purpose. The City and Contractor will formulate and implement this Recycling Program within the first six months of this Agreement.

Contractor shall keep all waste foods and supplies in closed containers until removed from the Premises. Such removal shall be made during and after each event. The City, however, will be responsible for the removal of debris in areas normally considered public areas, *i.e.*, seating areas in the Premises, corridors, except as such areas are used by Contractor for food and beverage operations services.

Contractor will be responsible for cleaning within the Nauticus Restaurant and Contractor Premises as follows: daily sweeping and mopping of floors, cleaning of exterior of food services equipment, spot cleaning of walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, and other equipment and fixtures. Contractor shall keep its storage spaces organized and exterior walk ways free of any debris.

Contractor shall properly store, remove and pay for the removal of all grease, oil or other cooking or food preparation items that cannot be put into normal trash removal systems.

At the expiration or termination of this Agreement, Contractor shall leave the Premises, City-owned equipment and investment equipment fixtures, furnishings and the Contractor Premises in general in at least the same or better condition as it was at the commencement of the Agreement, subject to (i) ordinary wear and tear, (ii) loss or damage occurring without negligence or fault of Contractor, and (iii) damage occurring as a result of fire, flood or other, like unavoidable casualty or occurrence occurring without the negligence of Contractor.

T. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

Contractor shall at all times comply with all applicable federal, state and local laws, rules, regulations in conducting the food and beverage operations services pursuant to this Agreement and shall at its own expense procure and keep in force during the entire term of this Agreement all permits and licenses required by applicable laws and regulations. Contractor shall also abide by all reasonable rules, regulations, and directives prescribed for the Premises by the City.

U. INSURANCE DEFENSE AND INDEMNIFICATION.

Contractor, at its cost and expense, shall procure and maintain insurance against any and all damage, loss or liability consistent with its obligations of indemnification as further set forth herein as follows:

- A. For bodily injury or damages, fatal or non-fatal, including product liability insurance coverage, to any one person in the amount of One Million Dollars (\$1,000,000.00).
- B. For bodily injury or damages, fatal or non-fatal, including product liability insurance coverage, to two or more persons for any one accident in the amount of Three Million Dollars (\$3,000,000.00).
- C. For property damage to the extent of Five Hundred Thousand Dollars (\$500,000.00) each occurrence, Five Hundred Thousand Dollars (\$500,000.00) aggregate.
- D. Fire insurance with standard extended coverage provisions and vandalism and malicious mischief endorsements in an amount equal to 100% of the replacement value (less physical depreciation) of Contractor-owned equipment, fixtures and furnishings within the Contractor Premises.

E. Contractor shall, at its own cost and expense, secure Workers' Compensation Insurance for the benefit of each of the persons employed by it in the operation of the Agreement and keep such insurance in force during the term of the Agreement.

Contractor agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents and representatives from any and all liability or loss of any nature whatsoever arising out of claims asserted by third parties for personal injury and property damage to the extent such damages is caused by the negligence or willful misconduct of Contractor or its agents or employees or Contractor's failure to perform its obligations under this Agreement.

Contractor shall provide to the Director certificates of insurance evidencing insurance coverage required by this Agreement within ten (10) days after execution of this Agreement. All such certificates shall be in form and content reasonably satisfactory to the City Attorney, copies of which shall be submitted to that office for review as requested, and shall name the City, its officers, employees, agents and representatives as additional named insured's. Failure of Contractor to obtain or maintain the required insurance or to provide the required insurance or to provide the required certificates shall be grounds for termination of this Agreement.

All required policies shall be kept in force during the term of the Agreement and Contractor warrants that it will maintain continuous insurance coverage as required throughout the term of this Agreement and any extensions of the Agreement.

All insurance required by this Agreement shall be obtained from and maintained with a company or companies authorized to do business in the Commonwealth of Virginia.

V. SAMPLE AGREEMENT

Contractor will be expected to execute an Agreement in basically the form of Attachment E, Sample Agreement.

W. ASSIGNMENT OF AGREEMENT

Except to an affiliated entity of Contractor, Contractor shall not attempt to or assign, transfer, sublet, convey, or otherwise dispose of this Agreement or any part therein or its right, title, or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without prior written consent of the City.

X. RECORDS AND AUDIT

Contractor shall keep full and complete financial and business records in accordance with generally accepted accounting principles of Contractor's food and beverage operations services which are the subject of this Agreement, including original invoices and all food and beverages brought on the Premises and must submit sales statement with settlement for all sums due. No food and beverages shall be brought on the Premises without such invoices.

The parties agree that all such records, including Contractor's annual sales tax documents supporting and in reference to the services, which are the subject of this Agreement, shall be provided to the City upon request.

This statement shall contain information as required and be on forms approved by the Director and signed by the Contractor's executive officer or his authorized representative.

Contractor shall use an inventory system to be approved by the Director to determine sales. Contractor will not permit any of its employees (with the exception of roving vendors) to make change from pockets of clothing, open cash registers, boxes or containers.

Contractor agrees to use a computerized Point of Sale System as approved by the Director in his or her reasonable discretion to show total sales, except in mobile, thematic-emphasis food areas or portable concession stands where the Director may exempt Contractor from the system requirement. Contractor's inventory systems to determine sales must be approved by the City in its reasonable discretion.

Contractor shall establish a commercial account separate from City accounts with a local bank, agreeable to the Director, which shall be exclusively used for all receipts involved with the food and beverage operations services. Contractor shall also provide a copy to the City of a periodic internal audit regarding the operation services which are the subject of this Agreement, if requested by the City; and, the parties agree that the City has the right to hire an auditor to audit Contractor's operations which are the subject of this Agreement.

Y. DEFAULT BY CONTRACTOR; TERMINATION OF AGREEMENT FOR DEFAULT.

In the event that (1) Contractor shall fail to perform, keep and observe any of the terms, covenants, requirements and/or conditions of this Agreement required to be performed, kept or observed by Contractor, or (2) Contractor shall make an assignment for the benefit of creditors, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Contractor, or if a trustee or receiver shall be appointed for Contractor, the City shall give Contractor written notice of such default. In the event said default is not remedied to the reasonable satisfaction and approval of the City within thirty (30) days of receipt of such notice by Contractor, Contractor shall be deemed to be in default and the City, at its option, may terminate the Agreement by so advising Contractor in writing. Upon termination, Contractor shall vacate the Premises and Contractor shall have no right to further operate the food and beverage operations services at the Premises pursuant to the Agreement.

Within forty-eight (48) hours after expiration or termination of this Agreement, Contractor, under the supervision of the Director, shall remove all Contractor-owned moveable assets and Contractor-owned office equipment and furnishings as listed on Inventory Attachment to the Agreement. Any items not so removed will be deemed to be the property of the City.

Contractor, in executing the Agreement, agrees that the City shall not be liable to prosecution for damages in any proceeding whatsoever in the event that the City declares Contractor in default hereunder and terminates the Agreement.

Termination of the Agreement by the City in the event of default by Contractor shall be without prejudice to any claims which the City may have against Contractor growing out of Contractor's default under the Agreement. No failure of the City to exercise any right, power or privilege granted by this Agreement or by law shall operate as a waiver thereof, or as a waiver of any other right, power or privilege.

Z. DEFAULT BY THE CITY; TERMINATION OF AGREEMENT FOR DEFAULT.

In the event that (1) the City shall fail to perform, keep and/or observe any of the terms, covenants, requirements and/or conditions of the Agreement required to be performed, kept, or observed by the City, or (2) the City shall make an assignment for the benefit of creditors, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the City, or if a trustee or receiver shall be appointed for the City, Contractor shall give the City written notice of such default. In the event said default is not remedied to the reasonable satisfaction and approval of Contractor within thirty (30) days of receipt of such notice by the City, the City shall be deemed to be in default of the Agreement and Contractor, at its option, may terminate by so advising the City in writing. Upon termination, Contractor shall vacate the Premises and Contractor shall have no obligation to further operate the food and beverage operations services pursuant to this Agreement.

Within forty-eight (48) hours after expiration or termination of the Agreement, Contractor, under the supervision of the Director, shall remove all Contractor-owned moveable assets and office equipment and furnishings as listed on the Inventory Attachment to the Agreement. Any items not so removed will be deemed to be property of the City.

The City, in executing the Agreement, agrees that Contractor shall not be liable to prosecution for damages in any proceeding whatsoever in the event that Contractor declares the City in default hereunder and terminates this Agreement.

Termination of the Agreement by Contractor in the event of default by the City shall be without prejudice to any claims which Contractor may have against the City growing out of the City's default under this Agreement. No failure of Contractor to exercise any right, power or privilege granted by this Agreement or by law shall operate as a waiver thereof, or as a waiver of any other right, power or privilege.

AA. TERMINATION FOR OTHER THAN DEFAULT OR CONVENIENCE.

(1) At any time during the term of the Agreement: The financial arrangements hereunder have been negotiated between the parties based upon the current populations of City's employees, patrons, and guests and estimated revenues at the Premises. In the event of changing conditions at the Premises (including but not limited to population changes, changes in catering revenue, changes in participation rates or any changes in the Operating Charges), the parties agree to meet to renegotiate the financial terms of this Agreement. If the parties are unable to agree upon alternate financial terms within thirty (30) days, either party may terminate this Agreement effective upon sixty (60) days written notice. For purposes hereof, the Premises population as of the Effective date is approximately 200,000 visitors per year and the financial arrangements set forth herein have been established based upon the assumption of a minimum Contractor revenue of \$250,000 in total gross sales, and (2) After August 1, 2015, either party shall have the right to terminate this agreement upon (3) days prior written notice to the other party.

BB. INFORMATION TECHNOLOGY.

Contractor shall be responsible for the information technology systems within its management and control in connection with the services hereunder, which may include without limitation, point-of-sale devices, e-

commerce solutions, and computer hardware and software services and applications ("Contractor Systems"). The City shall be responsible for its own information technology systems ("City Systems"), including the City Systems with which the Contractor Systems may potentially find necessary to interface or connect. The parties hereby acknowledge and agree that, as of the effective date of this Agreement, the parties do not intend that the City Systems will interface or connect with Contractor Systems. In the event City Systems and Contractor Systems are ever found to require interface or connection, the City and Contractor agree to meet and negotiate in good faith a separate agreement regarding protections against the results of potential fraudulent acts involving personal information, including, but not limited to, protection of cardholder data, as a result of systems interfacing or connecting.

CC. COMPLETENESS.

The Agreement and the Exhibits attached hereto set forth the entire understanding of the City and Contractor and relating to the subject matter referred to herein and no representations or warranties are made by Contractor or the City, except as set forth herein. Contractor and the City each represent to the other that it has full and complete power and authority to execute this Agreement, and that this Agreement constitutes a valid and binding obligation of Contractor and the City, respectively, enforceable in accordance with its terms.

DD. PARAGRAPHS.

All references to paragraphs refer to paragraphs of this Agreement, unless otherwise stated.

EE. AMENDMENTS AND SUPPLEMENTS.

Contractor and the City may amend, modify, supplement or waive any provisions of this Agreement in such manner as may be agreed upon in a written instrument executed by Contractor and the City.

FF. APPLICABLE LAW AND VENUE.

This Agreement is governed by and is to be interpreted pursuant to the laws of the Commonwealth of Virginia. Venue shall be in the Circuit Court of the City of Norfolk, Virginia.

GG. GENERAL.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

HH. HEADINGS.

The headings used herein have been inserted for convenience only and do not constitute matters to be considered in interpreting this Agreement.

II. NO WAIVER.

No waiver of any breach of any of the terms of this Agreement shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same term. To be effective, any such waiver must be in writing signed by the party whose right is waived and received by the party in breach.

JJ. SEVERABILITY.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Remaining page intentionally left blank.

SECTION II - SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Issuing Office:

City of Norfolk
Office of the Purchasing Agent
Attn: Wendy Turner, Procurement Specialist
232 Main Street, Suite 250
Norfolk, VA 23510
Telephone: (757) 664-4026
Fax: (757) 664-4018
wendy.turner@norfolk.gov

B. Contract Administrator:

City of Norfolk
Nauticus
One Waterside Drive
Norfolk, VA 23510

C. Contract Term:

The term of the agreement shall be for a one year period beginning when contract is signed and ending one year later. The agreement may be extended for up to four additional one year periods at the option of the City by so notifying the Contractor in writing.

D. Contact with City Staff, Representatives, and/or Agents:

Direct contact with Nauticus, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP after issuance of the RFP and prior to award is expressly prohibited. Any such prohibited contact by an offeror will result in disqualification of the offeror's proposal.

E. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via **www.DemandStar.com** must contact the Issuing Office and provide offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the DemandStar planholders' list and will receive notification of any addenda to the RFP.

F. Pre-proposal Conference: None

G. Questions and Addenda:

Offerors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions should be addressed to the Purchasing Agent. If the answer materially affects the RFP, the information will be incorporated into an addendum and posted on www.DemandStar.com. This RFP and any Addenda shall be incorporated, by reference, into any resulting contract. Offeror is responsible for checking the Demand Star website or contacting the Issuing Office within 48 hours prior to the proposal closing to secure any addenda issued as part of this RFP.

The deadline for submitting questions under this RFP is **12:00 Noon, August 15, 2014**. Oral comments and instructions do not form a part of this RFP. Fax and e-mail are for questions only. Proposals submitted via fax or e-mail will not be accepted.

H. Changes or Modifications:

Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this RFP. Oral communications are not a part of the RFP or proposal documents. This RFP and any addenda shall be incorporated, by reference, into any Contract.

I. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the offeror unopened. Proposals shall be delivered to:

Office of the Purchasing Agent (Issuing Office)
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
RFP 4483-0-2014/WT, Nauticus Restaurant Services

J. Proposal Submittal Requirements:

1. Each Proposal shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this RFP, which will contain:
 - i. Original signature of an agent authorized to bind the company;
 - ii. Requested contact information;
 - iii. Company FEI/TIN number; and,
 - iv. Acknowledgment of any addenda on page one (1);
 - b. Offeror Contract Information:
 - i. Name, title, address, and direct telephone number and direct e-mail address of the individual(s) with authority to negotiate and contractually bind the Vendor.

- ii. Name, title, address, and direct telephone number and direct e-mail address of the individual(s) who can be contacted during the period of evaluation with questions about the proposal.
 - iii. Name, title, address, and direct telephone number and direct e-mail address of the individual(s) who can be contacted for prompt contract administration upon award of the contract.
2. Proposals must be submitted with the following requirements:
- a. Offerors shall submit proposals in a sealed envelope or package, and clearly label the shipping/mailling packaging as well as the outside of the envelope or package with the RFP number, date and time of the RFP closing, and the offeror's name and address. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
 - b. Submit the original and five (5) copies of the proposal with a separate copy on electronic media. The original must be marked "Original".
 - c. Proposals must include all elements noted in the "Preparation of Proposals" section below.
 - d. Include a statement setting forth the basis for protection of all proprietary information, if any.
 - e. Professional qualifications of the project team, including resumes of the key staff individuals and their background.
 - f. Profile of the firm's principals, staff and facilities
 - g. Profile and resumes of firm professionals to be assigned to the agreement.
 - h. Profile of the sub-consultants and their background
 - i. Previous experience with similar types of projects, including the scope of work, the client, the status of the project, and the year the work was performed.
 - j. A list of current/proposed contracts in which your firm is engaged.
 - k. A list, including names, addresses, and phone numbers, of three (3) to five (5) references that are capable of explaining and confirming your firm's capacity to successfully complete the scope of service outlined herein.
 - l. Appropriate brochures, photographs or printed materials demonstrating work similar to that which is requested may be submitted at your option. In no event shall you Statement of Qualifications, including all attachments, brochures, covers, and dividers, exceed fifty (50) sheets of paper. You are permitted to utilize the reverse side of all sheets.
 - m. A written statement attesting that your firm maintains an errors and omissions liability insurance policy with a minimum limit of \$1,000,000.
 - n. Proposals are to be organized in the following tabs:
 - Tab 1 – Executive Summary
 - Tab 2 – Business Plan addressing 8 critical components (See Section I-D)
 - Tab 3 – Sample menu items for restaurant, box lunches, and scout breakfasts
 - Tab 3 – Marketing Plan (See Section I-E-5)
 - Tab 4 – Experience, Capabilities, Skills
 - Tab 5 – Commission, Event Admin Fee, and Meal Prices – (See Section I-H)
 - Tab 6 – Exceptions to this RFP language and additional proposed conditions.

K. Evaluation of Proposals:

The following criteria will be used in the evaluation of proposals and are listed in order of relative importance:

1. Previous experience in managing full service restaurant operations
2. Understanding of the project and the needs and goals it addresses
3. Expertise of key personnel
4. References
5. Organizational and Administrative considerations
6. Cost and Commission

L. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the offerors responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained.

M. Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

N. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by offeror. Specifically, if offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials.
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. The City reserves the right to submit such information to the City Attorney's Office for concurrence of the offeror's claim that it is in fact proprietary.

6. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

O. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors will submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls or e-mails to offerors. The City may request offerors to conduct a presentation, using methods determined to be in the best interest of the City, if determined to be necessary by the City.

P. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section O, "Proprietary Information/Non-Disclosure."

Q. Cost Incurred In Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

R. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

S. Non-Assignment:

Offeror shall not assign its rights and duties under the contract without the prior written consent of the City. Any attempt to assign such rights shall be null and void without action from the City.

T. Notices:

All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, email received date, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing, whichever comes first.

All notices shall be addressed to the following individuals:

Purchasing Agent
City of Norfolk
232 East Main Street, Suite 250
Norfolk, VA 23510

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

U. Governing Law and Venue:

This procurement and the contract shall be governed by the laws of the Commonwealth of Virginia. Venue shall be in Norfolk, Virginia.

V. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

W. Ethics in Public Contracting:

The offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

X. Nondiscrimination:

The offeror agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City § 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

Y. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

Z. Defend and Hold Harmless Agreement:

The offeror shall defend, indemnify, and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the offeror, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

AA. Compliance with Federal Immigration Law:

The Offeror shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

BB. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Offeror hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

CC. Price Increase/Decrease:

Should the contract be continued in force, the contract price may be adjusted yearly, based upon the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months statistics available. Adjustment to the contract price shall be no more than the percentage increase/decrease of the Urban Wage Earners and Clerical Workers category of the CPI-W not to exceed 3%. The adjustment shall be the lower of the two.

The Contractor shall furnish the City, at least (60) days prior written notice with justification for contract adjustment. The Office of the Purchasing Agent must approve the requested increase prior to each contract renewal or the existing prices shall remain in effect.

Remaining page intentionally left blank.

Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

Attachment B: Ethics in Public Contracting

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a Offeror or offeror involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a Offeror or offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with an Offeror or offeror.

Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a offeror, offeror or sub-Contractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any offeror or offeror with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror, PPEs or offeror.

Sec. 33.1-90. Gifts by Offerors, offerors, or subofferors (Virginia Code §2.2-4371).

No Offeror, offeror, or subofferor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No offeror or sub-Contractor shall demand or receive from any of his suppliers or his sub-Contractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No offeror or sub-Contractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If an offeror or sub-Contractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent offeror by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial: _____

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Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the offeror agrees as follows:

a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or offeror.

Initial: _____

Remaining page intentionally left blank.

Attachment D: Debarment Certification

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

Remaining page intentionally left blank.

Attachment E: Compliance with Federal Immigration Law

1. **CERTIFICATION.**

The Offeror certifies, to the best of its knowledge and belief, that -

The Offeror and/or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name)

_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. **INSTRUCTIONS.**

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror/ to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror/ non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

I. **CERTIFICATION.**

A. The Offeror (Please fill in with your enterprise's complete name)

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Offeror by the State Corporation Commission:

B. Offeror/ that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. **INSTRUCTIONS.**

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the

appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

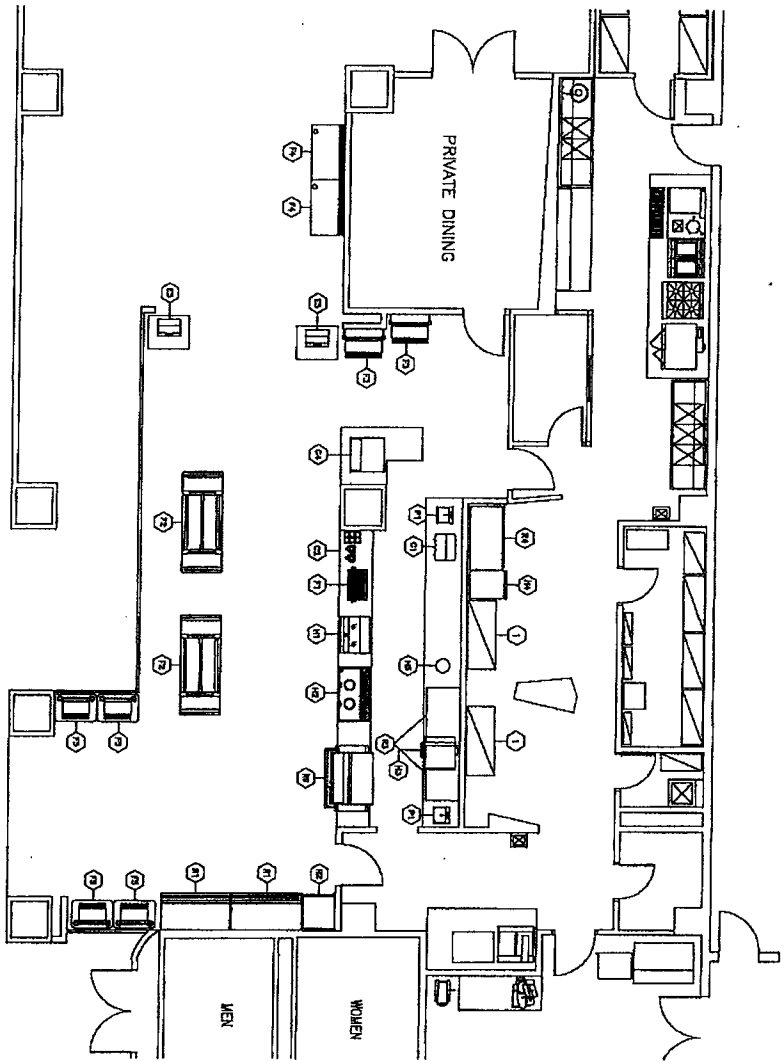
Name: _____

Title: _____

Date: _____

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*Nauticus Outtates Prep
Attachment A, Floor Plan
Page 1 of 2*



EQUIPMENT SCHEDULE			
Item No	Qty	Equipment Category	Equipment Remarks
1	2	Shelving	
C1	1	Coffee Brewer	Coffee Brewer
C2	1	Airpot Dispenser	Custom Millwork
C4	1	Ice/Soda Dispenser	Provided by Vendor
E5	2	Cash Register	Provided by Owner
F1	1	Bakery Unit	Custom Millwork
F2	2	Gondola	Custom Millwork
F3	2	Wall Starter	Custom Millwork
F4	2	Conduit Counter	Custom Millwork
F5	4	Window Gondola w/5 shelves	Custom Millwork
H1	1	Hot Hold Display	
H2	2	Soup Wells	
H3	1	Turbo Chef	
H4	1	Cabinet, Mobile, Warming & Holding	
H5	1	Countertop Soup Warmer	
P1	2	Drop-in Sink	
R1	2	Air Screen	
R2	1	Display Case, Frozen	
R3	2	Undercounter Refrigerator	
R4	1	Refrigerator, Reach-In	
R9	1	Display Case	

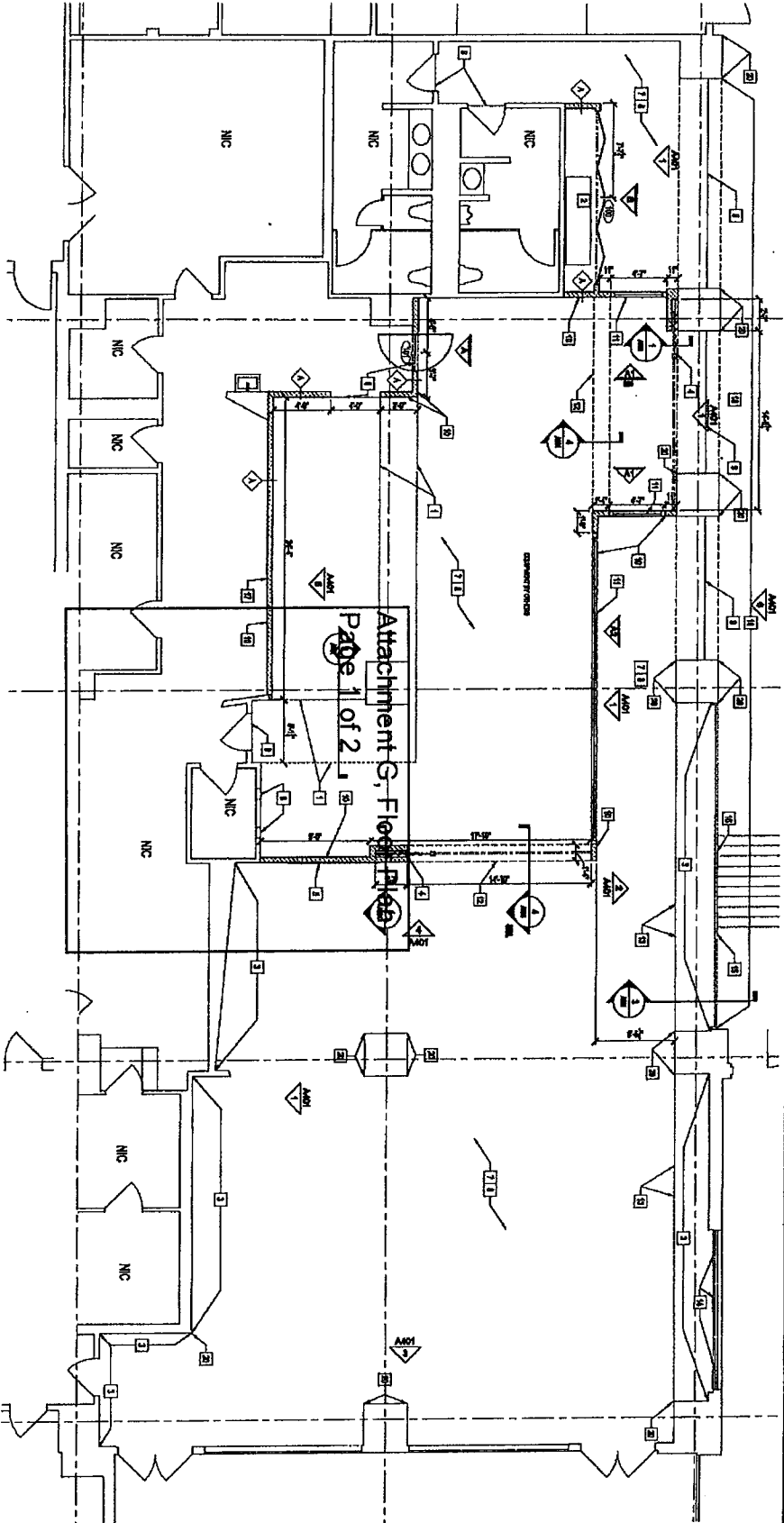
FOOD SERVICE EQUIPMENT
SCALE: 1/4" = 1'

NAUTICUS OUTTAKES
1 WATERSIDE DRIVE
NORFOLK, VA 23510



SHEET NO. **A-5**
 PROJECT NO. **507**
 DRAWN BY **JL**
 CHECKED BY **JL**
 SCALE **1/4" = 1'**
 DRAWING TITLE **EQUIPMENT PLAN**

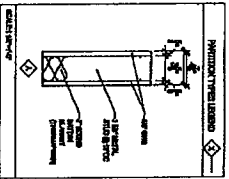
Handwritten: Nauticus Restaurant & Bar
Attachment G, Floor Plan, Page 2



NEW WORK FLOOR PLAN

- NEW WORK GENERAL NOTES**
- EXISTING LAYOUTS ARE TO BE MAINTAINED.
 - ALL NEW WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
 - ALL NEW WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
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- NEW WORK KEY NOTES**
- NEW WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
 - NEW WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
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- NEW WORK LEGEND**
- | | |
|----------|----------|
| NEW WORK | NEW WORK |
| NEW WORK | NEW WORK |
| NEW WORK | NEW WORK |
| NEW WORK | NEW WORK |
| NEW WORK | NEW WORK |
| NEW WORK | NEW WORK |
| NEW WORK | NEW WORK |
| NEW WORK | NEW WORK |
| NEW WORK | NEW WORK |
| NEW WORK | NEW WORK |

Nauticus Restaurant RFP Attachment H Existing Equipment Inventory

Inventory Item	F/P REF	Quan
Serving Area		
Air Screen Food Display 8 ft	R1	2
Display Case, Frozen Foods	R2	1
Under Counter Refrigerator	R3	2
Refrigerator, Reach In	R4	1
Refrigerated Storage Cabinet 48 Inch		2
Refrigerated Display Case- 48"	R9	1
Ice Cream Display Case		
Hot Dog roller warmer		
Hot Hold Display	H1	1
Soup Wells	H2	2
Turbo Chef Oven	H3	1
Cabinet, Mobile, Warming and Holding	H4	1
Countertop Soup Warmer	H5	1
Warming Cabinet 48", Fixed		1
Hand Sink - Drop-in	P1	2
Mobile Cash Register Stands	E5	2
Bakery Unit	F1	1
Gondola	F2	2
Wall Rack System	F3	2
Condiment Counter	F4	2
Wall Rack System	F5	4
Furniture & Office		
Desk		1
Chairs		1
Sound system, CD/DVD, fro Café Broadcast		1
Music CD's (lot of approximately 20)		1
Two Drawer File Cabinet		2
Four Drawer File Cabinet		1
Time Clock		1
Safes		2
Dining Area		
Booster Seats, Plastic		1
High Chairs, Wooden		8
2 Seater Square Guest Dining Table Blue/Brown		2
4 Seater Square Guest Dining Tables Blue/Brown		9
Guest Dining Room Chairs, Blue plastic and chrome, stackable		34
Waste Cans		4
Napkin Dispensers		7
Catering and Prep Area		
Reach In Refrigerator		1
Reach in Freezer		1
Walk In Refrigerator		1

Nauticus Restaurant RFP Attachment H Existing Equipment Inventory

Inventory Item	F/P REF	Quan
Walk In Freezer		1
Ice Machine		1
Pass Through Air Screen		1
Grill		1
Steamer and tilt skillet / kettle		1
Portable rolling bars		2
Refrigerator Shelving (set)		1
Gas Fired Tube Fryers		2
Range/Oven		1
Sink, Three Basin		1
Sink, Two Basin		1
Sink, One Basin		1
Refrigerated Prep Table, Large		1
Refrigerated Prep Table, Small		1
Hood System		2
Slicer		1
Dry Storage Shelving, 6 ft.		5
Catering Transport Cart		2
Dishwashing detergent sanitizer system Ecolabs		1
Hot Food Table		1
Proofing Cabinet		1
Hot Food Station, Six Sealed Well		1
Cash Registers		2
Garbage Disposal		1
Grease Holding Tank		1
Safes		2
Fire Protection System		1
Shelving, Steel, Slant Shelf for Display (lot)		1
Refrigerated Drink Display, 2 door		1
Commercial Mixer, Large		1
Commercial Microwaves		3
Prep Table Stainless, 3 x 8		3
Push Broom		3
Mop and Bucket		1
Hand Brooms		2

Attachment I, Restaurant Sales

Page 1 of 3

P12009-2009-fab-fab45--

Pd Food Short Form Compass Calendar Yr ZPM3

Handwritten: Attachment C - Restaurant Sales & Expenses

Report : ZPMDCOPY
 User ID: SALREJ02
 Date : 09/10/2013
 Time : 11:03:10
 Page : 1 of 5
 City : NORFOLK
 State : VA

Compass Group North America
 Final Client Operating Statement
 Food P/L
 Period 11, 2013

Profit Center/Group: 20009
 Nauticus
 Profile : FABA01
 Mid-Atlantic B&I P/L
 DM: Tagliaferro, M

	Current Period		Prior Period		Year-To-Date	
Cafe Sales	43,159.48	97.9	36,152.81	80.7	183,713.52	88.4
	43,159.48	97.9	36,152.81	80.7	183,713.52	88.4
	569.23	1.3	2,877.86	6.4	16,578.60	8.0
	349.50	0.8	5,776.77	12.9	7,610.09	3.7
Catering Sales	918.73	2.1	8,654.63	19.3	24,188.69	11.6
GROSS SALES	44,078.21	100.0	44,807.44	100.0	207,902.21	100.0
TOTAL SALES	44,078.21	100.0	44,807.44	100.0	207,902.21	100.0
Food Cost	221.56	0.5	53.57	0.1	532.41	0.3
	3,706.24	8.4	3,387.17	7.6	20,634.89	9.9
	33.00	0.1	0.00	0.0	33.00	0.0
	2,132.57	4.8	1,705.81	3.8	10,460.45	5.0
	710.86	1.6	607.46	1.4	3,736.42	1.8
	5,157.43	11.7	4,479.41	10.0	19,754.26	9.5
	1,320.60	3.0	1,141.01	2.5	6,146.72	3.0
	895.13	2.0	619.94	1.4	4,507.80	2.2
	0.00	0.0	0.00	0.0	212.54	0.1
	923.26	2.1	754.61	1.7	5,234.55	2.5
Other Product Cost	0.00	0.0	0.00	0.0	73.90	0.0
	15,100.65	34.3	12,748.98	28.5	71,326.94	34.3
	87.56	0.2	131.34	0.3	0.00	0.0
	0.00	0.0	0.00	0.0	411.78	0.2
	87.56	0.2	131.34	0.3	411.78	0.2
	15,188.21	34.5	12,880.32	28.7	71,738.72	34.5
	536.13	1.2	592.03	1.3	4,009.52	1.9
	536.13	1.2	592.03	1.3	4,009.52	1.9
	536.13	1.2	592.03	1.3	4,009.52	1.9
	536.13	1.2	592.03	1.3	4,009.52	1.9
GROSS PRODUCT COST	15,724.34	35.7	13,472.35	30.1	75,748.24	36.4
NET PRODUCT COST	15,724.34	35.7	13,472.35	30.1	75,748.24	36.4
GROSS PROFIT	28,353.87	64.3	31,335.09	69.9	132,153.97	63.6
DIRECT LABOR	4,243.12	9.6	3,446.71	7.7	18,649.49	9.0
	0.00	0.0	0.00	0.0	(25.40)	(0.0)
	0.00	0.0	42.47	0.1	154.62	0.1
	0.00	0.0	0.00	0.0	70.80	0.0
	4,243.12	9.6	3,489.18	7.8	18,849.51	9.1
	394.75	0.9	231.15	0.5	1,600.86	0.8
	239.85	0.5	207.25	0.5	1,147.72	0.6
	580.64	1.3	472.75	1.1	2,817.25	1.4
	1,215.24	2.8	911.16	2.0	5,565.83	2.7
	1,215.24	2.8	911.16	2.0	5,565.83	2.7

Handwritten: 252,109 Gross Profit Estimate

Attachment I, Restaurant Sales
 Page 2 of 3

Report : ZPMDCOPY
 User ID: SALTETO2
 Date : 09/10/2013
 Time : 11:03:10
 Page : 3 of 5
 City : NORFOLK
 State : VA

Compass Group North America
 Final Client Operating Statement
 Food P&L
 Period 11, 2013

Profit Center/Group: 20009
 Nautilus
 Profile : PABA01
 Mid-Atlantic B&I P/L
 DM: Tagliaferro, M

	Current Period	Prior Period	Year-To-Date	
PARTS & SUPPLIES	104.40	0.00	131.80	0.1
	314.24	359.98	2,697.88	1.3
	676.60	396.17	2,743.83	1.3
	0.00	0.00	25.00	0.0
TAXES & INSURANCE	0.00	0.00	294.44	0.1
	676.60	396.17	3,063.27	1.5
	39.96	0.00	370.92	0.2
LAUNDRY & CLEANING	0.00	0.00	19.79	0.0
	39.96	39.96	390.71	0.2
OVER & SHORT	0.00	0.14	0.02	0.0
	0.00	0.14	0.02	0.0
	0.00	0.00	30.00	0.0
	100.00	0.00	200.00	0.1
	32.60	26.08	342.96	0.2
	0.00	78.00	934.74	0.4
	23.00	23.00	438.00	0.2
	0.00	0.00	116.60	0.1
OTHER DIRECT COSTS	625.04	545.56	2,790.76	1.3
	780.64	672.64	4,853.06	2.3
TOTAL OTHER SEMI-V COST	2,609.70	8,535.98	43,098.76	20.7
TOTAL SEMI-VARIABLE COST	9,191.77	13,872.78	105,693.80	50.8
PROFIT BEFOR FEE & ADMIN	13,703.74	13,061.97	2,044.83	1.0
PROFIT PER CONTRACT	13,703.74	13,061.97	2,044.83	1.0
PROF/CONT AFTER TAX SUB	13,703.74	13,061.97	2,044.83	1.0

Attachment I, Restaurant Sales
 Page 3 of 3

Report : ZPMDCOPY
 User ID: SALTEJ02
 Date : 09/10/2013
 Time : 11:03:10
 Page : 5 of 5
 City : NORFOLK
 State : VA

Compass Group North America
 Final Client Operating Statement
 Food P&L
 Period 11, 2013

Profit Center/Group: 20009
 Nautilus
 Profile : FABR01
 Mid-Atlantic B&I P/L
 DM: Tagliaferro, M

	Current Period		Prior Period		Year-To-Date	
	4,575	0	3,967	0	21,662	0
	9.43	0	9.11	0	8.48	0
	130.71	0	141.68	0	80.53	0
	408.48	0	442.75	0	246.83	0
	9	0	9	0	64	0
	102.08	0	961.63	0	377.95	0
	0.26	0	0.32	0	0.24	0
	4,584	0	3,976	0	21,726	0
	9.62	0	11.27	0	9.57	0
	130.97	0	142.00	0	80.77	0
	1,259.38	0	1,600.27	0	772.87	0
	3.31	0	3.24	0	3.30	0
	2.63	0	2.45	0	4.00	0
	391.54	0	466.50	0	7.60	0
	413	0	349	0	1,760	0
	11.10	0	11.39	0	12.34	0
	106.73	0	128.39	0	118.13	0

Nauticus Restaurant RFP Attachment J, Campus Attendance Metrics

<u>ATTENDANCE FY12</u>	<u>Jul-11</u>	<u>Aug-11</u>	<u>Sep-11</u>	<u>Oct-11</u>	<u>Nov-11</u>	<u>Dec-11</u>	<u>Jan-12</u>	<u>Feb-12</u>	<u>Mar-12</u>	<u>Apr-12</u>	<u>May-12</u>	<u>Jun-12 TOTAL</u>
Individual	20,727	14,399	7,086	5,561	4,589	3,993	3,057	3,462	5,478	8,699	7,131	16,739
Group	2,952	1,435	1,267	2,158	1,560	984	627	1,036	1,840	5,177	3,608	3,753
Member/Comp	2,952	3,345	2,403	2,001	1,618	1,128	1,203	1,406	2,228	2,123	2,821	3,786
Special Event	1,731	1,489	3,086	3,165	2,036	2,535	649	1,632	1,946	1,805	4,148	2,722
Outreach	677	212	185	295	700	222	385	427	269	753	550	316
(other)	1,996	1,911	934	617	351	232	0	0	673	1,286	1,212	1,960
Total Nauticus-only	31,035	22,791	14,961	13,797	10,854	9,094	5,921	7,963	12,434	19,843	19,470	29,276
Cruise	0	0	0	21,804	0	0	0	0	0	0	16,240	3,195
HRNM Visitation	133	0	36	0	298	150	50	4	0	0	0	0
Total Attendance	30,491	22,579	14,812	13,502	10,452	9,022	5,586	7,540	12,165	19,090	18,920	28,960
193,119												
<u>ATTENDANCE FY13</u>	<u>Jul-12</u>	<u>Aug-12</u>	<u>Sep-12</u>	<u>Oct-12</u>	<u>Nov-12</u>	<u>Dec-12</u>	<u>Jan-13</u>	<u>Feb-13</u>	<u>Mar-13</u>	<u>Apr-13</u>	<u>May-13</u>	<u>Jun-13 TOTAL</u>
Individual	22,241	18,264	9,410	6,183	5,827	4,840	3,240	3,737	7,387	10,554	8,620	14,083
Group	3,385	1,538	1,755	1,316	1,014	913	439	464	2,532	4,916	2,126	1,337
Member/Comp	3,799	3,473	1,671	2,352	1,910	634	940	1,004	2,559	1,953	3,431	3,533
Special Event	3,132	2,509	2,305	4,007	1,559	2,470	976	1,934	1,433	3,445	2,267	5,878
Outreach	736	533	0	196	0	180	188	30	0	36	485	180
(other)	0	0	0	0	0	0	0	0	0	0	0	0
Total Nauticus-only	33,293	26,317	15,141	14,054	10,310	9,037	5,783	7,169	13,911	20,904	16,929	25,011
Cruise	0	0	2,054	22,081	2,224	0	0	0	0	641	15,000	3,418
Sail Nauticus	0	0	0	0	0	0	0	0	0	0	0	65
HRNM Visitation	0	0	0	0	0	0	0	0	0	0	0	0
Total Attendance	32,557	25,784	15,141	13,858	10,310	8,857	5,595	7,139	13,911	20,868	16,444	24,831
195,295												
<u>ATTENDANCE FY14</u>	<u>Jul-13</u>	<u>Aug-13</u>	<u>Sep-13</u>	<u>Oct-13</u>	<u>Nov-13</u>	<u>Dec-13</u>	<u>Jan-14</u>	<u>Feb-14</u>	<u>Mar-14</u>	<u>Apr-14</u>	<u>May-14</u>	<u>Jun-14 TOTAL</u>
Individual	21,892	19,632	8,376	7,344	5,888	4,068	0	0	0	0	0	67,200
Group	3,879	2,112	1,540	1,718	685	308	0	0	0	0	0	10,242
Member/Comp	2,458	2,856	2,201	1,089	1,800	1,280	0	0	0	0	0	11,684
Special Event	679	1,087	2,608	3,391	1,881	3,357	0	0	0	0	0	13,003
Outreach	577	305	0	120	0	166	0	0	0	0	0	1,168
(other)	0	0	0	0	0	0	0	0	0	0	0	0
Total Nauticus-only	29,485	25,992	14,725	13,662	10,254	9,179	0	0	0	0	0	103,297
Cruise	0	0	0	23,900	5,000	0	0	0	0	0	0	28,900
Sail Nauticus	103	53	30	100	9	80	0	0	0	0	0	0
HRNM Visitation	0	0	0	0	0	0	0	0	0	0	0	0
Total Attendance	29,011	25,740	14,755	13,642	10,263	9,093	0	0	0	0	0	102,504

ATTACHMENT K

**SAMPLE AGREEMENT
BETWEEN THE CITY OF NORFOLK
AND NAUTICUS RESTAURANT OPERATOR**

THIS AGREEMENT made this _____ day of _____, 2014, between and among the **CITY OF NORFOLK** (the "City"), a municipal corporation chartered by the Commonwealth of Virginia, and _____, a Virginia company, located at _____ ("Operator").

WHEREAS, the City desires a restaurant services provider to operate the dine-in restaurant in the Nauticus Museum and provide other food and beverage services on an as needed basis for Nauticus Programs and Events held at the Half Moone Cruise and Celebration Center, Nauticus Museum, the Battleship Wisconsin, and adjacent piers (collectively known as "Nauticus Campus"); and

WHEREAS, the City issued Request for Proposals XXXX (the "RFP") to solicit such services; and

WHEREAS, Operator submitted a proposal (the "Proposal") that was responsive to the services solicited in the RFP; and

WHEREAS, Operator has been deemed highly qualified to provide such services; now, therefore

WITNESSETH:

In consideration of the mutual promises set forth herein and other good and valuable consideration, the City and Operator, hereby agree as follows:

1) SCOPE OF WORK

The Operator shall provide to the City all services detailed in its Proposal to the City of Norfolk, dated February XX, 2014, attached hereto as Exhibit A and made a part hereof, such Proposal having been submitted in response to the City's Request for Proposals XXXX dated XXXX. To the degree of any conflict between this Agreement and the Exhibits, this Agreement shall govern.

2) TERM/TERMINATION

The term of this Agreement is a period April 1, 2014 through March 31, 2015, unless sooner terminated pursuant to Section 9 of this Agreement. The City has the exclusive option to renew this Agreement for up to four additional one-year periods upon

sixty (60) days prior notice to Operator, with the same terms and conditions as this Agreement.

In the event of breach, default or failure to perform, by either party, the other party may terminate this Agreement with thirty (3) days written notice. Within forty eight (48) hours after expiration or termination of this Agreement, Operator, under the supervision of the Nauticus Director, shall remove all Operator-owned moveable assets and office equipment and furnishings as listed on an Inventory Attachment to this Agreement. Any items not so removed will be deemed to be property of the City.

3) COMPENSATION

The Operator shall pay the City a commission of XXX% of gross revenue generated through the dine-in restaurant operations. The Operator may provide other services on an as needed basis at the rates described in the proposal.

4) AMENDMENTS, ADDENDA TO AGREEMENT

Any changes or additions to the Agreement will be in writing and mutually agreed upon by the parties.

5) INSURANCE, DEFENSE AND INDEMNIFICATION.

Operator, at its cost and expense, shall procure and maintain insurance against any and all damage, loss or liability consistent with its obligations of indemnification as further set forth herein as follows:

1. For bodily injury or damages, fatal or non-fatal, including products liability insurance coverage, to any one person in the amount of One Million Dollars (\$1,000,000.00).
2. For bodily injury or damages, fatal or non-fatal, including product liability insurance coverage, to two or more persons for any one accident in the amount of Three Million Dollars (\$3,000,000.00).
3. For property damage to the extent of Five Hundred Thousand Dollars (\$500,000.00) each occurrence, Five Hundred Thousand Dollars (\$500,000.00) aggregate.
4. Fire insurance with standard extended coverage provisions and vandalism and malicious mischief endorsements in an amount equal to 100% of the replacement value (less physical depreciation) of Operator-owned equipment, fixtures and furnishings within the Operator Premises.
5. Workers' Compensation Insurance, in the statutory required amounts.

Operator agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents and representatives from any and all liability or loss of any nature whatsoever arising out of claims asserted by third parties for personal injury and property damage to the extent such damages is caused by the negligence or willful misconduct of Operator or its agents or employees or Contractor' failure to perform its obligations under this Agreement.

Operator shall provide to the Director certificates of insurance evidencing insurance coverage required by this Agreement within ten (10) days after execution of this Agreement. All such certificates shall be in form and content reasonably satisfactory to the City Attorney, copies of which shall be submitted to that office for review as requested, and shall name the City, its officers, employees, agents and representatives as additional named insured's. Failure of Operator to obtain or maintain the required insurance or to provide the required insurance or to provide the required certificates shall be grounds for termination of this Agreement.

Operator shall, at its own cost and expense, secure Workers' Compensation Insurance for the benefit of each of the persons employed by it in the operation of this Agreement and keep such insurance in force during the term of this Agreement.

All required policies shall be kept in force during the term of this Agreement and Operator warrants that it will maintain continuous insurance coverage as required throughout the term of this Agreement and any extensions of the Agreement.

All insurance required by this Agreement shall be obtained from and maintained with a company or companies authorized to do business in the Commonwealth of Virginia.

6) GOVERNING LAW AND VENUE

This Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in City of Norfolk.

7) ETHICS IN PUBLIC CONTRACTING

Operator hereby certifies that it has familiarized itself with §§33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," and further that all amounts received by Caterer, pursuant to this Agreement are proper and in accordance therewith.

8) NONDISCRIMINATION

In the performance of this Agreement, Operator agrees that it will adhere to the nondiscrimination requirements set forth in §33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended.

9) **TERMINATION**

Either party may terminate this Agreement by providing ninety (90) days written notice to the other party.

10) **NOTICES**

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made when received by U.S. Mail or hand-delivery.

Notices to the City shall be addressed as follows:

City Manager
City of Norfolk
1101 City Hall Building
810 Union Street
Norfolk, Virginia 23510

Notices to Operator shall be addressed as follows:

11) **NONASSIGNMENT**

Neither Operator nor the City may assign or transfer its rights or duties under this Agreement without the prior written consent of the other party.

12) **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:**

At all times during which any term of this Agreement is in effect, Operator shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

13) **COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**

Operator hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the

Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

IN WITNESS WHEREOF, the City and Operator have caused their duly authorized officials to execute this Agreement.

CITY OF NORFOLK

By: _____
City Manager

Attest:

City Clerk

OPERATOR

By: _____

Its: _____

Contents Approved:

Director, Nauticus

Form and Correctness Approved:

Deputy City Attorney



General Meals Food Services LLC

EIN-46-2034415

941 19th Street Newport News, VA 23607

Tuesday
August 26, 2014
2:00pm

RFP 44883-0-2014/WT
Nauticus Restaurant Services

Authority to Negotiate and Contractually Bind

LaShawn Conner- Managing Member
2400 Washington Ave. Newport News, VA 23605
Telephone: 215-868-5589
Email: lashawnconner5@gmail.com

General Lewis- Head Chef/Managing Member
383 Wakefield Ave, Hampton, VA 23661
Telephone: 609-816-4856
Email: Chef337@gmail.com

Errika Lowe- Managing Member
941 19th St Newport News VA 23607
Telephone: 757-329-4136
Email: elowe@generalmeals.com

Evaluations with Questions about Proposal

Errika Lowe- Managing Member
941 19th St Newport News VA 23607
Telephone: 757-329-4136
Email: elowe@generalmeals.com

Prompt Contact Administration Upon Award of Contract

LaShawn Conner- Managing Member
2400 Washington Ave. Newport News, VA 23605
Telephone: 215-868-5589
Email: lashawnconner5@gmail.com

Errika Lowe- Managing Member
941 19th St Newport News VA 23607
Telephone: 757-329-4136
Email: elowe@generalmeals.com

Confidentiality Disclosure

All information within RFP 44883-02-2014/WT will remain confidential with General Meals Food Services LLC.

Insurance-Errors and Omissions

General Meals Food Services LLC maintains an errors and omissions liability insurance policy with a minimum limit of \$1,000,000.

Professional Qualification/Team/Profiles

Chef General Lewis, LaSawn Conner, and Errika Lowe have been involved with the food industry for several years. We all maintain a work ethic filled with integrity, a commitment to providing exceptional quality food and exhibit stellar character, all while maintaining a continuous growth mindset.

LaShawn Conner (Operations) received her BS in Legal Studies and a Minor in Spanish from the University of Pittsburgh. She has proven her success through applying administrative, managerial, and interpersonal skills over her 19 years in the restaurant business. LaShawn believes that customer satisfaction is achieved through dependability, professionalism, and quality work. As a General Manager LaShawn met or exceeded financial objectives, establishing banking relationships, prepared forecasts and budgets, and develop and implement strategies to increase the average meal check. Throughout her tenured success she has learned controlled purchases/inventory, negotiating prices and contracts are all pertinent with the company's bottom line.

Errika Lowe received her BS in Business Marketing from Norfolk State University and received her MBA in Business Administration from the University of Phoenix. Her resume of accomplishments exhibits a self-motivated, results driven sales strategist with a record of achievement and demonstrated success. Over her career she has driven multi- million-dollar revenue growth while providing visionary sales leadership in highly competitive markets. Her tenacity in building new business, developing brand awareness, and maintaining client retention and rapport proved possible when starting her own confections company Sugarlips Desserts in 2009.

Chef General Lewis has over fifteen years' experience in the culinary world. This experience and his in-depth knowledge of food preparation and varying menu ideas has given him the opportunity to work in some of the world's largest hotel chains and restaurants. His resilient experience in the eatery business and start-up kitchens has been his ladder to continual success. Chef Lewis has earned a certificate in Culinary Arts from ACC Community College and is certified in Food Handlers, Serve Safe and as a Food Management Trainer. Chef Lewis's proficient and vast knowledge in cost management, procurement, recipe preparation for healthy cuisines are all qualities GMFS strives to achieve. He is skilled and knowledgeable in food production, master of presentation, continuing quality, cost control and sanitation regulations. His ability drives teams and maintains amicable professional relationship with fellow teammates. Chef Lewis has won many awards and accolades for his demonstrated success. He takes pride in his Food/Restaurant Service Management and Menu Design. His continuing efforts will be an asset to the future of GMFS.

Although praised for the quality of many of the items on their menu, they have attained a special notoriety for their desserts and specialty recipes. GMFS offers one of the best contract food preparation

services in Virginia. If it's simply delivering boxed lunches or preparing hot meals for thousands, creating nutritional meals for hundreds of students or the elderly, we have the experience and ability to uniquely satisfy any contract feeding and food preparation service needs. We are comfortable catering a lunch for 5 people or serving several thousand people, for a one-time or daily event. Our Passion in food creation and customer service has been the driving force behind our success. With the consumer in mind we design and develop our food services to meet their individual and specific needs. We understand what our government and commercial customers are looking to accomplish. All three members will be assigned to the agreement.

GMFS succeeds by providing our clients with delicious cuisine, stellar service & prompt delivery and excellent food service preparation. We retain our rapport with our clients by regularly preparing and delivering high quality, affordable meals.

General Meals Food Services LLC Principals, Staff and Facilities

GMFS is jointly owned and operated by its managing members General Lewis, LaShawn Conner, and Errika Lowe. General Meals Food Services LLC is a SWAM certified food service provider here in Newport News, VA. Currently we operate two cafés for the City of Newport News in the Human Services' building in Rouse Towers and the City Hall building located in Downtown Newport News. In July, 2013 GMFS became the sole operator of James River Café (Rouse Towers). December, 2013 GMFS was awarded the contract for the Garden Grill in City Hall. James River Café is approximately 90% occupied and encompasses up to 700 employees and patrons daily. Currently we provide breakfast and lunch daily to both locations. City Hall (Garden Grill) has approximately 1300 employees within a three block vicinity of the café where employees and the public are both welcomed. GMFS also provides catering services for the Corporate offices with Ferguson along with their Culture and Value training programs as well as, Thomas Nelson Community College, State Military Reservation and Camp Pendleton.

References

Robin White-Hicks VCA, VCO – Thomas Nelson Community College
TNCC Purchasing Department
CSSA President
525 Butler Farm Road Hampton, VA 23666
Telephone: 757-825-2818

Sabrina Elliott- Thomas Nelson Community College
Office of the President
P.O. Box 9407 Hampton, Virginia 23666
Telephone: (757) 825-2711

Erin Matthews- Ferguson Enterprises
Corporate Meeting & Event Planner
12500 Jefferson Avenue Newport News, VA 23602
Telephone: 757-223-6456

Mabel V. Washington Jenkins, MMC- City of Newport News
City Clerk
2400 Washington Avenue Newport News, VA 23607
Phone: (757) 926-8634

Executive Summary

General Meals Food Services hereby referred to as: GMFS or "The Company" is a Virginia based outpost for a Full Service Food and Catering Company.

GMFS is a Limited Liability Company Registered with the State of Virginia and headquartered in the City of Newport News. The Company is a SWAM owned business; jointly managed by LaShawn Conner, Errika Lowe, and Chef General Lewis.

The Company strategically plans to become a leader in commercial food innovation with quality products and services. GMFS Food Management Services include: corporate/business industry, college/universities cafeterias, Federal/State agencies, and event catering. Established in 2013 in the State of Virginia and 2010 Pennsylvania, GMFS provides catering, event management, event staff, and a variety of cuisines for breakfasts, lunches, appetizers, dinners, and beverage services.



General Meals Food Services LLC offers Food Service Management and Catering Services for both the Public and Private sector. We are a Full Food Service Catering, Mobile Kitchen, and Event Planning Company experienced in managing every aspect of your project or event. We have the knowledge in the food service industry to save you valuable time and dollars with the ability to serve locally and nationally.

We are a team of certified and qualified professionals with 25 years of food service experience. Our vast experience with catering, hotels, casinos and venues guarantees your satisfaction and the success of your next event!

Our Services Include:

- Full Service Dine-In Experiences
- Platter Services/Wine Tastings
- Meetings and Team Building/Special Events
- Cafeterias
- Dining/Mess Halls- to include food preparation, staffing, and serving
- Mobile Food Service and Kitchens
- Snack Bars
- Event Planning
- Nutritionist
- Food Service management assistance during Federal/State/Local disaster related emergencies
- Menu Planning for military and government markets such as commissaries, exchanges,
- Canteens for Military/Government/Federal Prison Systems and VET Canteens

DUNS: 078749750

CAGE: 6VH82

SWAM: 705232

WOSB/EDWOSB

HUB ZONE

NAICS CODES: 722320, 722330, 722310, 722110, 722212

Customers: VA State Military Reservation, Camp Pendleton, EDA of the City of Newport News, City of Newport News, Thomas Nelson Community College, Ferguson Corporate

General Meals Food Services LLC | 941 19th St. Newport News, VA 23607 | Phone: 757-344-0665
Fax: 757-244-1394 | www.generalmealsfoods.com

Scope of Work

General Meals Food Services LLC shall have exclusive right to operate the cafe located within Nauticus in Norfolk, VA for the purpose of selling food/beverage. GMFS will also be the preferred caterer for the Celebration Center, the Battleship Wisconsin, or on the Premises as determined by the Director. GMFS understands the City of Norfolk is seeking a qualified firm who brings local fresh ingredients and ideas while incorporating the use of wine and beer sales. Prepared menus will have a variety of options to suit both children and adults. The café will have the option of "grab and go" foods made fresh daily for restaurant patrons that are pressed for time. The café will operate seven (7) days a week and will align café hours with the museums hours of operation.

The Operator shall employ a full-time, on-site manager who possesses the necessary qualifications/certifications to effectively supervise the cafe. The on-site manager will have previous experience in a position with comparable responsibilities. These provisions also apply to any replacement of the manager. General Meals Food Services LLC operates a "drug-free workplace." Employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of the contract.

Currently GMFS operates "James River Café" a 2500sf coffee shop/cafe. Hours of operation are 7:30am to 4:00pm Monday through Friday inside the Rouse Tower building located at 6060 Jefferson Ave Newport News. We also operate the "Garden Grill" a 2000sf café. Hours of operation are 7:00am to 3:00pm Monday through Friday located in Newport News City Hall 2400 Washington Ave. Newport News, VA 23607. We are also the preferred catering vendor for Ferguson (Corporate), Thomas Nelson Community College both Hampton and Williamsburg Campuses, and Camp Pendleton/State Reservation.

Compensation

General Meals Food Services LLC shall pay the City a commission of 5% of gross revenue generated through the dine-in restaurant operations. GMFS shall have a firm fixed price of \$5.50 for Continental Style Breakfast to \$9.50 for Hot Meals. Boxed lunches have a firm fixed price of \$7.00 to \$9.50. Upcharges may include side salads and fresh fruit. These meals include beverages and necessary set-up for service. Menus can be customized to visiting groups and special dietary restrictions. GMFS has a \$250.00 Admin Fee for support of Nauticus events.

Marketing Plan

Eat Fresh, Eat Well, Eat Local

The Café will be a fun warm and welcoming eatery with an appealing décor serving fresh food and ingredients while offering quick meals, efficient service and customizable orders. GMFS will position the café as a casual healthier restaurant and develop a brand awareness around the slogan Eat Fresh, Eat Well, Eat Local. With an already established reputation within the city of Norfolk as a fun environment, the café will offer a healthier alternative to nearby chain restaurants. Prices will be simple and

comparable to other nearby restaurants and cafes. We will have a welcoming atmosphere with excellent customer service. Payment options through credit/debit, gift cards and discounted employee meals cards will allow ease of service when ordering food.

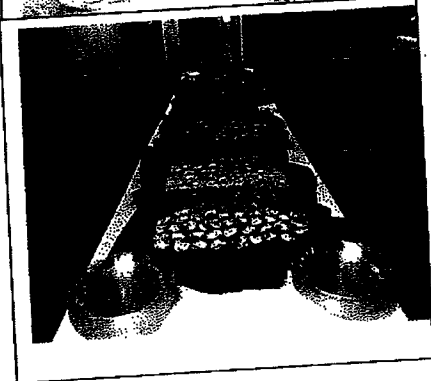
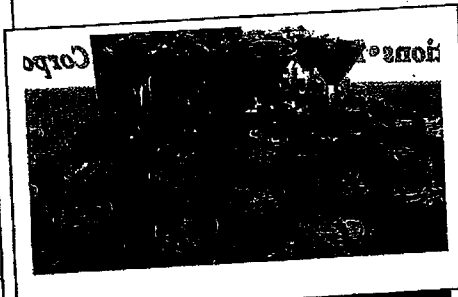
Our strategy is to develop tenured relationships as a Small Business and SWAM firm with local educational institutions, and other small businesses/corporations. We will increase word of mouth with our customer loyalty programs, Nauticus employee discounts, local yoga studios, gyms, hospital and hotels. We will also place an ad in Welcome to Norfolk publications and Tourism Guides to highlight Nauticus the café and our must try signature item. We will be glad to offer a delivery program within a five mile radius. GMFS will also utilize our existing relationships with other ISIS (International Special Events Society) Event Planners to bring more events to the museum. These events may include private wine and beer tastings, private and corporate events. Through social media we will utilize the website, Facebook, twitter, and food bloggers to bring more people into the museum not only for the exhibits but for a delicious meal as well. Monthly, Chef General Lewis can provide cooking demonstrations and food tasting events from local farmers markets. The revamped bar area can offer alternative bar food in a relaxed social environment. We will continue to position our focus on appealing high quality local food with an appetizing menu while offering promotional specials, and wine and beer to increase the average ticket price.

Our efforts will be checked and monitored through the cafes' Point of Sale System (POS) and Google Analytics to evaluate performance and reiterate goals to achieve the perfect check theory. We can increase customer frequency to Nauticus with coupons and birthday incentives. We can also discount larger groups who visit the exhibits as well as large "To Go" orders. Examples of possible themes to be considered are: Wifi and Coffee, White Wine Tasting Saturdays, College Lunch, Sport Sundays and Mondays and Community Day to draw in more foot traffic.

JAMES
RIVER
Cafe

General  eals
FOOD SERVICES

The GARDEN Grill
"EAT BETTER, LIVE WELL"







Basket of Breakfast I

Assorted fresh-from-the-oven Muffins, Pastries, Croissants, and Bagels with Cream Cheese, Butter, and a selection of Jams and Jellies \$5.00 per person

Basket of Breakfast II

A combination of our Muffins, Pastries, Croissants, Bagels, and assorted flavored coffee cakes \$5.50 per person

Low Fat Yogurts with Granola

Assorted Low-Fat Yogurts with Granola \$2.75 per person

Low-Fat Yogurt Parfaits

Low-fat Yogurt with Granola and Fresh Fruit in individual servings \$4.50 per person

Sliced Fresh Fruit

Best-of-the-season Melons and Pineapples, decorated with Strawberries and Red Seedless Grapes

Small Tray (feeds 10-15 people) \$45.00

Medium Tray (feeds 16-25 people) \$60.00

Large Tray (feeds 26-35 people) \$75.00

Fresh Fruit Salad

Best-of-the-season Melons and Pineapples diced up and served in a bowl

Small Bowl (feeds 6-10 people) \$30.00

Medium Bowl (feeds 12-20 people) \$50.00

Large Tray (feeds 21-30 people) \$75.00

Hot Breakfast

Casseroles- Comes with Fruit Salad and Biscuits

Farm Fresh Eggs baked in individual casserole dishes with your choice of two varieties
Spinach, Feta and Roasted Tomato, Roasted Corn and Sweet Peppers, Chorizo and Pepper Jack,
Broccoli and Swiss w/Red Chile Flakes and Thyme, Applewood Bacon and Cheddar, Baked Ham,
and Smoked Gouda \$9.50 per person

Quiche- Comes with Fruit Salad and Biscuits

The Classic Pie cut into petit wedges and served oven fresh and piping hot! Your choice of two
of our eight varieties above \$8.75 per person

Breakfast Strata Casseroles

Egg and Toasted French Bread with your choice of fillings:

Turkey Sausage with Sun-Dried Tomatoes and Fontina, Cheddar and Bacon, OR Artichoke,
Grilled Red Pepper and Goat Cheese

\$55.00 Half Pan (feeds 10-12 people)

\$99.75 Full Pan (feeds 22-24 people)

Mini Breakfast Sandwiches

Egg and Cheese Burritos, Egg and Bacon on a fresh baked Buttermilk Biscuit, Smoked Ham and
Egg on a Croissant. Served with a side of Fruit Salad \$8.75 per person

Pecan-Raisin French Toast Casserole

With Warm Maple Syrup and Butter

\$45.00 Half Pan (feeds 10-12 people)

\$89.75 Full Pan (feeds 22-24 people)

Scrambled Eggs

\$3.00 per person

Breakfast Sides

Home Fries, with Onions and Peppers \$2.79 per person

Apple Wood Smoked Bacon (3 Slices) \$3.75 per person

Pork Sausage (Two 2-ounce links) \$3.25 per person

Meat Combo (2 strips of Bacon, 1 Sausage Link) \$4.00 per person

SANDWICHES/WRAPS/ENTRÉE SALADS

SANDWICH SELECTIONS \$7.25 per sandwich

California Club

Our House Roasted Turkey Breast with Chipotle-Lime Avocado Spread and Smoked Gouda on Sourdough

Chicken and Brie

On Fresh Baked Focaccia

Peppercorn-Seared Roast Beef

With Cheddar Cheese and Buttermilk Ranch Spread on Sourdough Bread

Egg Salad

On Hearty Whole Wheat Bread

Black Forest Ham and Swiss

On a Pretzel Roll

Smoked Chicken

With Pepper Jack Cheese and Chipotle Lime-Honey Glaze

Roast Beef on Marble Rye

With Cheddar and Not-too-Hot Horseradish Mayonnaise

Hoagie

Ham, Salami, Hot Pepper Relish on a French Baguette

White Albacore Tuna

Salad on a Freshly Baked Croissant

Chicken Salad

With the option of Walnuts, Craisins, and Celery on a Baguette

The Gobbler

Our House Roasted Turkey Breast with Cranberry-Chipotle Chutney and Gruyere Cheese on Sourdough Bread

The New Englander

Smoked Chicken with Crisp Green Apples, and Cheddar Cheese on a Ciabatta Roll

The 'Ol Timer

Our House Roasted Turkey Breast with Romaine Lettuce and Havarti on Healthy Whole Wheat Bread

VEGETARIAN SELECTIONS

\$7.25 per sandwich

Capresse Sandwich

Fresh Mozzarella, Basil Leaves, and Vine Ripe Tomatoes on a Baguette with Balsamic Reduction and a Twist of the Pepper Mill

Healthy Goodness

Hummus, Cucumber, Olives, and Roma Tomatoes on Multi-Grain Bread

Eggplant Caponata

With Tomatoes, Pine Nuts, Capers and Havarti Cheese on a Ciabatta Roll

Grilled Vegetable Sandwich

Zucchini, Mushrooms, Peppers, and a slice of Brie Cheese on Rustic Sourdough with Pesto and Rice Wine Vinegar

Mediterranean Munchies

A Multigrain Tortilla with Cured Olives, Feta Cheese, Grilled Vegetables, and Greens

WRAP SELECTIONS

\$7.25 per sandwich

Caesar Wrap

Grilled Breast in a Wrap with Tender Hearts of Romaine, Parmesan Cheese and Caesar Dressing

Grilled Chicken

Grilled Chicken in a Wrap with Romaine House made Chipotle Sauce, Bacon, Shredded Cheddar, and Tomatoes

Cowboy Wrap

Shaved Angus Roast Beef on a Spinach Tortilla with Mild Roquefort and Black Pepper Spread

Tuna Wrap

White Albacore Tuna Salad with Crunchy Romaine Lettuce and Ripe Roma Tomato Slices on a Sun-Dried Tomato Tortilla

Jerk Chicken Wrap

Jerk Spiced Chicken and Greens with Mango Cream Cheese

Turkey Wrap

Our Chipotle-Lime Turkey Breast with Pepper Jack Cheese and Roasted Red Pepper Mayonnaise

California Club Wrap

Grilled Chicken, Bacon, and Tomatoes in a Tomato Tortilla with Avocado Ranch Spread

The Greek Turkey Wrap

House-Roasted Turkey Breast with Feta, Olives, Grape Tomatoes and Greens in a Spinach Tortilla

The Philly Wrap

Roast Beef with Mushrooms, Onions, and Swiss Cheese with Red Pepper Mayo

Chicken Salad Wrap

Chicken with the option of Walnuts, Craisins, and Celery, Romaine Lettuce wrapped in a Tomato Tortilla

ENTRÉE SALADS

\$11.50 per person

Comes with a side of Pasta Salad, Rolls and Butter

Asian Chicken Salad

A mix of Baby Greens tossed with bite size pieces of Glazed Chicken Breast, ribbons of Shredded Cabbage, Julienne Carrots, Red Bell Pepper, and Snap Peas, sprinkled with Toasted Almonds and offered with a light Sesame Ginger Dressing

Tuscan Chicken Salad

Crisp Torn Romaine tossed with Char-Grilled Marinated Chicken Breast, halved Baby Fresh Mozzarella, Red Grape Tomatoes, Roasted Red Peppers and Cured Olives, topped with Herb Toasted Croutons and offered with a Red Wine Vinaigrette

Bistro Tenderloin Salad

With Roasted Mushrooms, Sun-Dried Tomatoes, and Asiago Cheese Ribbons with Romaine and Field Greens in Balsamic Vinaigrette

Chicken Caesar Salad

With Ribbons of Pecorino Cheese and Garlic Croutons
Add Grilled Shrimp for 2.00 additional

Mexican Chopped Salad

Black Beans, Tomatoes, Jicama, Corn, Radishes, and Avocado with Chicken and Honey-Lime Vinaigrette
***Substitute Beef for \$2.00 Additional

North Carolina Cob Salad

Romaine Lettuce tossed with Applewood Smoked Bacon, Grilled Chicken, Swiss Cheese, Diced Tomato and Hard-Boiled Egg offered with a Red Wine Vinaigrette

HOT ENTREES MENU

Beef Entrees

COMES WITH CHOICE OF TWO SIDES (SEE LIST BELOW)

Rosemary Bistro Tenders

Marinated in Red Wine Vinegar with Shallots, fresh Rosemary and Oil, then grilled, sliced thin,
and served drizzled with reduction sauce

Grilled Beef Kebabs

Beef Tenderloin Tips skewered with Red and Yellow Bell Peppers, Portobello Mushrooms
basted with an Orange and fresh Rosemary Glaze and grilled Steak Tips braised in Dark Beer
With Portobello Mushrooms, Carrots and Onions

Braised Short Ribs

Doused with Red Wine, Garlic and Thyme

Bistro Tenderloin Medallions

With our Signature Port-Vanilla Glaze

Garlic and Pepper Rubbed Beef Steak Medallions with Chimichurri Sauce

(A bright green sauce of basil, parsley and mint with garlic and vinegar)

Flat Irons with Merlot Shallot Sauce

Flat Iron Steak rubbed with Sage, Pepper, Garlic, and Salt, browned, then roasted and sliced.
Drizzled with a rich Merlot-Shallot Sauce

Teriyaki Marinated Grilled Flank Steak

Thin slices of Flank Steak marinated in our House Teriyaki Sauce and grilled

Balsamic Flank Steak with Smoked Tomato Chutney

Whole Flank Steaks marinated in aged Balsamic Vinegar with fine Herbs, grilled over an open
flame then sliced and topped with Smoked Tomato Chutney

Chicken Entrees

COMES WITH CHOICE OF TWO SIDES (SEE LIST BELOW)

Thai-Style Grilled Chicken Breast

Chicken Breasts marinated in Lime Juice, Chilies, Garlic and Scallions, then grilled to perfection
(Excellent room temperature)

Pesto-Basted Chicken Breast

Chicken Breast marinated in our House made Pesto Sauce served with a Lemon Vinaigrette
CONTAINS NUTS

Orange-Chipotle Glazed Chicken Breast

Grilled Buffalo Chicken

Breast Medallions Lightly Spiced and Topped with Bleu Cheese and Breadcrumbs

Chicken Cordon

Roasted Breasts stuffed with Gruyere Cheese, Turkey Bacon and Basil and served with Natural Pan Gravy

Poncho's Fajita Stuffed Chicken Breast

Filled with Grilled Peppers, Caramelized Sweet Onions and Cilantro and served with Pepper Jack Cheese Sauce

Cowboy Chicken

Seasoned Grilled Breast Crusted with Mahogany Barbecue Sauce and rolled in a Pumpkin Seed-Tortilla Crust

Grilled Tequila Lime Chicken

Boneless Chicken Breast Quarters steeped in Lime and Orange Juice, Tequila, Jalapenos and Chili Powder, char grilled and topped with a Lime-Cilantro Compound Butter

Pecan Encrusted Chicken

Boneless Chicken Filets brushed with a Honey Glaze and rolled in our signature Spicy-Sweet Pecans, baked in the oven and finished with a drizzle of Burnt-Honey Vinaigrette

Chicken Piccata

Sautéed in Olive Oil with Artichokes, Olives, Sun-Dried Tomatoes and Capers with Fresh Squeezed Lemon Juice

Bruschetta Chicken Sauté

Boneless Chicken Breasts sautéed in Olive oil, Shallots, and Dry White Wine w/ Tomato, Fresh Basil and Capers

Michele's Honey Hen

Boneless Chicken Breasts marinated in Honey, Dijon mustard and Herbs de Provence Jerk-
Spiced Chicken Breast With Green Apple-Chipotle Relish

Chicken and Shrimp Stir-Fry

With Hoisin Sherry Glaze

Lemon Rosemary Chicken

Chicken marinated in Olive oil, Lemon Juice, Rosemary and a touch of Hot Pepper Sauce then
grilled

Fish Entrees

COMES WITH CHOICE OF TWO SIDE DISHES (SEE LIST BELOW)

Broiled Tilapia Filet

Tilapia Filets heaped with a mixture of Chesapeake Bay Crabmeat and Parmesan Breadcrumbs,
then baked until golden and drizzled with Old Bay Hollandaise

Soft Yucatan Tilapia Tacos

With Salsa Fresca

Stuffed Salmon

Stuffed with Crabmeat and Shrimp

Coriander-Coated Salmon Filets

With Cilantro Lime Sauce

Teriyaki Tuna Kabobs

With Shiitake Mushrooms, Zucchini and Bermuda Onions
(Can be served on a bed of Jasmine Rice)

Grilled Salmon with Tomato Olive Salsa

Fresh Salmon Filets brushed with Olive Oil and seasoned, grilled over an open flame and topped
with a Salsa of Plum Tomatoes, Katamala Olives, fresh Basil, Capers, Garlic and Shallots

Blackened Tilapia

Fresh Tilapia Filets coated in Butter and Cajun Spices and pan-fried to perfection, then topped with a Pineapple and Black Bean Salsa

Ginger Crusted Salmon

Fresh Atlantic Salmon Filets crusted with ground Black Pepper and freshly grated Ginger with a Merlot and Shallot Buerre Blanc

Lemon Pepper Salmon

Topped with our Tomato-Olive Salsa

SIDE DISHES

STARCHES

Mashed Potatoes, Rosemary-Garlic Roasted Potatoes, Yukon Gold Potato Gratin with Thyme, Tri-Color Roasted Potatoes with Parsley and Garlic, Country Rice Pilaf, Mediterranean Orzo, Rice Florentine, Classic Mac and Cheese

VEGETABLES

Hot: Green Beans with Caramelized Onions and Red Peppers, Grilled Vegetables Medley, Roasted Tomatoes topped with Pesto, Gorgonzola Cheese and Buttered Bread Crumbs, Broccoli with Carrots and Roasted Grape Tomatoes, Honey and Ginger Glazed Carrots, Mexican Medley of Squash, Carrots and Green Beans with Garlic, Green Bean Casserole with Onions. Room Temp: Asparagus shingled with Carrots and Roma Tomatoes with Chive Vinaigrette, Mozzarella and Tomato, Southwest Corn and Jicama Salad, Wheat Berry Waldorf Salad, Black Eyed Pea and Roasted Grape Tomato Salad.

SALADS

Spinach and Radicchio (Pear, Walnuts, Raspberry Vinaigrette), Caesar, Simplicity (Dried Roma Tomatoes, Roasted Corn, Pecans, Burnt Honey Vinaigrette) Classic Garden, Springtime Salad (Asparagus, Red Peppers, Gouda), Retroville (Romaine, Broccoli, Boiled Eggs, Radish Slices, Ranch or Red Wine Vinaigrette), Spinach and Goat Cheese (Sun-Dried Tomatoes, Glazed Walnuts, Cider Vinaigrette)

Pasta Entrees: \$14.75 per person

Penne Pasta Puttanesca

A classic Italian dish of Penne Pasta in a Spicy Tomato Sauce with Grilled Chicken, Onions, Capers, Kalamata Olives, Red Pepper Flakes Basil, Oregano and Parsley

Jambalaya Pasta

Penne Pasta with Grilled Chicken, Sausage and Shrimp in a spicy Cajun Vegetable-Tomato Sauce

Baked Ziti

The Classic, with layers of Bolognese Sauce (with meat), Ricotta Cheese, and Pasta Tubes, topped with Mozzarella and Parmesan Cheeses and cooked until bubbly and golden brown.

Pasta Cordon Bleu

Tri-Color Bowtie Pasta with Chicken, Honey-Smoked Ham and Gruyere Cheese in a light Cream Sauce. Garnished with Broccoli Florets

Lemon Pepper Chicken Pasta

Tri-Color Bowtie Pasta with Chicken and Broccoli in a Lemon-Pepper Cream Sauce

Ricotta-Stuffed Shells

Topped with Marinara Sauce, Mozzarella and Parmesan Cheese

All Pasta meals include Garden Salad, Garlic Bread, and Assorted Cookies and Bars for Dessert

PASTA SIDES

\$3.50 per person (or can be combined with any Lunch Combination)

All Sides are served Room Temperature

Pesto-Balsamic Pasta Salad

Tri-Color Bowtie Pasta with Sweet Red Peppers, Yellow Squash, Red Onion, and torn

Arugula with our House Pesto-Balsamic Vinaigrette

Asian Noodle Salad

Thin Buckwheat Pasta with Shredded Carrots, Sliced Cucumbers and Green Onions in a Ginger, Orange Zest, and Hoisin-Sesame Oil Dressing

Orzo Pasta Salad

With Cherry Tomatoes, Kalamata Olives, and Feta Cheese in an Olive Oil and Fresh Cracked Pepper Dressing

Bruschetta Pasta Salad

With Whole Wheat Penne, Tomatoes, Zucchini, Basil and Roasted Garlic in Balsamic Vinaigrette

Cavatappi Pasta

With Wilted Spinach, Roasted Corn, and Cherry Tomato Halves in Parmesan Vinaigrette

Three-Potato Salad

Red Bliss, Yukon Gold and Peruvian (Blue) with Capers, Parsley, and Olives

VEGETABLE SIDES

\$4.00 per person (or can be combined with any Lunch Combination)

All Sides are served Room Temperature

Grilled Vegetables

Including Yellow Squash, Zucchini Roasted Red Peppers, Carrots, and Portobello Mushrooms

Jalapeno Coleslaw

With Watercress and Spicy Pecans, Cabbage based in a zesty vinaigrette

Mélange of Garden Vegetables

Fennel, Cauliflower, Carrots, and Red Peppers, lightly pickled in a zesty Fat-Free Dressing
Cucumber and Tomato with Crumbled Goat Cheese Tossed in Red Wine Vinaigrette with Razor Thin Red Onions

SOUP SELECTIONS

\$45.00 per gallon (feeds 10-16 people)

Clam Chowder, Chicken and Vegetable, Tortilla, Broccoli and Cheddar, Country Tomato with Orzo, Shrimp and Corn Chowder, Madman Meatless Chili (with Pinto Beans), Farmer's Market Gazpacho (served chilled), Vegetarian Lentil Soup with Roasted Garlic and Carrots, Tomato Bisque, Country Chicken and Corn Chowder, Springtime Vegetable with Basil, Potato Bacon

GREEN SALADS

\$3.75 per person

Spinach and Radicchio Salad

With Grilled Pears, Walnuts and a Raspberry Vinaigrette

American Garden Salad

Field Greens with Grape Tomatoes, Cucumbers, Julienne Carrots, and Buttermilk Ranch Dressing

Retroville Salad

Romaine with Broccoli Florets, Radish Slices, Boiled Eggs and Sesame Seeds
Specify Blue Cheese, Ranch Dressing, or Red Wine Vinaigrette

Spinach and Goat Cheese Salad

With Sun-Dried Tomatoes, Glazed Walnuts, and Cider Vinaigrette

Honey Spiced Salad

Field Greens with Oven Dried Roma Tomatoes, Roasted Corn and Honey Spiced Pecans with our
Burnt Honey Vinaigrette

Springtime Salad

Mixed Greens with Smoked Gouda Cheese, Asparagus Tips, Sweet Red Peppers, and Spiced
Pecans in a Honey-Lime Vinaigrette

Caesar Salad

Crisp Romaine Hearts, Fresh Parmesan, Croutons, and our House Caesar Dressing

Arugula Salad

With Razor-Thin Carrots and Halved Grape Tomatoes Tossed with Herbed Sourdough Croutons
and Roasted Garlic-Balsamic Vinaigrette

Spinach Salad

With Thick-Cut Bacon, Crisp Apples, and Pecan Halves tossed in a Maple Cider Vinegar Dressing

Holiday Salad

Field Greens, Sun-dried Cranberries, Asiago Cheese ribbons and Spicy Glazed Walnuts in
Champagne Vinaigrette

Add Chicken (\$3.00 per person) or Steak (\$4.00 per person) to any side salad

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Assorted Cookies and Dessert Bars

Cookies and assorted Dessert Bars decorated with Red Seedless Grapes and Strawberries

\$3.50 per person

Uptown Cookie Assortment

Our Soon-to-be Infamous Chocolate Fleur de Sel, Zesty Lemon Coolers, and Zebras with
Cherries, Pecans and Chocolate

\$3.75 per person

Almond Macaroons

Crunchy-light and gluten-free: Mocha, Raspberry, and Pistachio (2 per person)

\$3.25 per person

Double Fudge Bundt Cake or Lemon Pound Cake

With Ganache Frosting sided with Whipped Cream and Strawberries

\$3.50 per person

Classic Cannolis

Crisp tubes with Chocolate Chip Ricotta Filling garnished with Spicy-Sweet Pecan Pieces and
Fresh Berries

\$3.25 per person (2 pieces per person)

Jumbo Chocolate Covered Strawberries

Field Fresh Fruit dipped in Bittersweet and White Chocolates

\$1.50 each

Café Mocha Whoopie Pies

The classic Amish creation with a hint of Coffee (2 minis per person)

\$3.25 per person

Country Cobblers

Our own special recipe spiked with Cinnamon and Vanilla, oven-fresh flavors: Apple or Peach

\$39.50 Half Pan (feeds 10-15 people)

\$ 67.50 Full Pan (feeds 25-30 people)

Miniature Fruit Tarts

Filled with Margarita Curd, and the best-of-the Season Fruits and Berries (bite-sized poppers)

\$3.75 per person (2 per person)

Over the Top Mélange du Jour

DESSERT MENU

A medley of Uptown Cookies, Fruit Tarts, and Truffles

\$4.00 (2 ½ pieces per person)

Mini Cupcakes

An assortment of our favorite two-bite offerings:

Carrot and Zucchini with Cream Cheese Frosting, Devils Food Chocolate Cake with Coffee infused Ganache, and Strawberry Shortcakes, Red Velvet, Lemon Cake topped with Strawberries and Frosting

\$3.75 per person

Bread Pudding

\$42.00 Half Pan (feeds 10-12 people)

\$ 84.00 Full Pan (feeds 22-24 people)

Tony's Beautifully Delicious Cakes

Berry Mousse Cake

Vanilla Cake, Raspberry Syrup, Milk Chocolate Mousse, and Caramel Glaze

Chocolate Truffle Cake

Chocolate Cake, Chocolate Truffle Mousse, Kirsch Syrup, dusted with Coco Powder

Mocha Cake

Chocolate Genoise, Coffee Syrup, Milk Chocolate Mousse, and a Caramel Glaze

White Chocolate Raspberry Cake

Vanilla Cake, White Chocolate Mousse, Raspberry Glaze and fresh Raspberries

\$3.50 per slice

Passed or Displayed

Below is a selection of our appetizers pre-priced per dozen, there is a FIVE DOZEN MINIMUM per item selected. Everything is priced by the dozen and does not include tax, equipment or chafing dish charges (if any). We suggest picking no more than 6-8 items per party as you do not want to overwhelm your guests with too many choices. We will put together your piece counts based on the time and duration of your party (the rule of thumb is 4-6 pieces per person for a light party, and 8-12 pieces for a luncheon/dinner sized portion). Additional selections may incur an increased Labor Charge Items that say "requires a pantry chef" usually means they cannot be dropped off for a buffet as they will need to be prepared onsite (pantry chef is \$40/hour, 4 hour minimum, plus equipment charges).

BEEF APPETIZER OPTIONS- PRICE PER DOZEN

A Trio of Sliders- \$36.00

Mini Grilled Sirloin Burgers, Maryland Crab Cake Sandwiches and Pulled BBQ Pork Sandwiches presented On soft miniature potato buns (Requires a pantry chef, 150 piece minimum)

Uptown Sliders- \$36.00

Miniature Angus Burgers on Soft Rosemary Rolls with Homemade Tomato-Ginger "Ketchup" (Requires a pantry chef)

Delicate Cowboys- \$24.00

Razor Thin Bistro Tenders mounded on a Soft Egg Roll with a hint of Horseradish and Dijon

Indonesian Orange Sesame Meatballs- \$18.00

Petite beef meatballs in a sauce of Orange Reduction with Sesame Oil and Roasted Garlic, with just a hint of Cumin and Soy Sauce

Korean Barbecued Beef Satays- \$24.00

Korean barbecued marinated Beef skewered then grilled and offered with a Puree of Apple, Mango, Lime, Chili Sauce and finished with Sesame Seeds

Grilled Teriyaki Beef Satay- \$24.00

Thin strips of Black Angus Beef Sirloin marinated in Teriyaki, threaded on Bamboo Skewers then grilled Offered with a smooth Relish of Pineapple, Bell Peppers, Sweet Onion and Chile Peppers

Filet of Beef on Garlic Crouton- \$24.00

Ficelle brushed with Olive Oil and rubbed with Garlic, toasted and topped with a thin sliver of Rare Roasted Beef Tenderloin and topped with a creamy Sauce of Roasted Onion, Capers and Tarragon

Filet of Beef Balsamico Canapés- \$24.00

Beef Tenderloin marinated in Balsamic Vinegar, Lemon Juice, Olive Oil and fresh Herbs, grilled over charcoal, Sliced thin and layered on toasted Baguette Rusks with a homemade Red Onion Confit

Char-Grilled Angus Flank Steak- \$30.00

Marinated in Balsamic and Garlic, then thinly bias sliced and garnished with Grape Tomato Compote, Red Pepper Mayonnaise and Whole Grain Mustard with Petit Hinged Cocktail Rolls

Korean Barbecued Beef- \$27.00

Strips of skirt steak marinated in a rice wine vinegar sauce, charred and tossed with Sticks of fresh mango and Gala apples served in disposable bamboo spoons (Requires a pantry chef)

LAMB APPETIZER OPTIONS- PRICE PER DOZEN

Lamb with Rosemary Aioli- \$24.00

Thin slices of Rosemary roasted New Zealand Lamb Loin set atop toasted Brioche Rounds Topped with a dollop of Rosemary Aioli and garnished with a tiny Rosemary Sprig

Lamb Brochette with Almond-Mint Pesto- \$30.00

A tender morsel of New Zealand Lamb marinated in Basil, Mint, Garlic and Extra Virgin Olive Oil, Skewered then grilled and offered with a smooth Almond-Mint Pesto

CHICKEN APPETIZER OPTIONS- PRICE PER DOZEN

Chipotle-Lime BBQ Sandwiches- \$24.00

Petite chicken breasts brushed with our Chipotle-Lime BBQ sauce topped with Havarti Cheese on Petite Rosemary Rolls

Roasted Onion and Smoked Chicken Purses- \$24.00

Tiny Pastry Purses filled with roasted Vidalia Onions, hickory smoked Chicken Breast and Smoked Gouda, Served with a sweet dried Fig and Granny Smith Apple Chutney
(Requires a pantry chef)

Potato and Chicken Chorizo Empanadas- \$21.00

Corn Pastry Pillows filled with Yukon Gold Potatoes and diced Chicken Chorizo Sausage flavored with Mexican Spices and offered with a tangy Goat Cheese Dipping Sauce

Pecan Chicken with Honey Mustard Sauce- \$24.00

Ribbons of Chicken Breast coated with Stone Ground Mustard and rolled in ground Pecans spiked with Red Pepper, cooked until golden and offered with a creamy Honey Mustard Sauce for dipping

The Thin White Jerk- \$18.00

Petite wedges of Flatbread topped with Spicy Ricotta, Roasted Garlic, Jerk-spiced Chicken And Monterey Jack Cheese

Tequila Lime Chicken Skewers- \$18.00

With a Cilantro Lime Aioli

Thai Chicken Satay with Peanut Sauce- \$18.00

Ribbons of Chicken Breast marinated with toasted Coriander and Cumin Seed, Garlic, Ginger, Curry Powder, Turmeric and Coconut Milk, char-grilled and offered with a Peanut Sauce for dipping

Creole Fried Chicken with Smoked Tomato Marmalade- \$21.00

Ribbons of Chicken Breast fried in a light Creole spiced Batter served with Smoked Tomato Vidalia Onion Marmalade (Requires a pantry chef)

Chicken and Apple Sausage Kabobs- \$21.00

With Stone-Ground Mustard Dipping Sauce

Hoisin Glazed Chicken Skewers- \$18.00

Ribbons of Chicken marinated with an Asian Peanut-BBQ Sauce with additional on the side for dipping

Smoked Chicken Salad on Toast Triangles- \$18.00

Diced Smoked Chicken with Yellow Pepper, seeded Tomato and Jicama with a Chipotle Pepper Mayonnaise, served atop a triangle of Cornbread Toast

Pipian-Crusted Chicken Skewers- \$18.00

Tender Breast Strips Marinated in Cilantro, Jalapenos, and Garlic, Rolled with a Spicy Paste of Pumpkin Seeds, Roasted Tomatillos, Red Chiles and Lime Juice

Coconut Chicken Skewers- \$18.00

Boneless Breast Strips marinated in Tamarind-Orange Chutney and Rolled in Coconut and Bread Crumbs. Sided with a Coconut-Tamarind-Lime Dipping Sauce

Mediterranean Chicken Skewers- \$18.00

Marinated with a paste of Roasted Garlic, Fine Lemon Zest and Crushed Pink Peppercorns

SEAFOOD APPETIZER OPTIONS- PRICE PER DOZEN

Chesapeake Bay Crab Cakes- \$30.00

Tiny crab cakes seasoned with a hint of Old Bay, fresh lemon zest, & red peppers Pan sautéed and topped with your choice of Basil Aioli, Creole Spiked Tartar or Classic Remoulade
(Requires a pantry chef)

Marinated Mussels with Tarragon Vinaigrette- PRICE TBD

Tender cooked Mussels marinated overnight in a Tarragon Vinaigrette served on the Half Shell
(Requires a pantry chef)

Catalan Salmon Skewers - \$24.00

Tiny squares of fresh Atlantic Salmon dipped in a mixture of freshly ground Cumin, Coriander and Fennel Seeds. Pan-seared and finished in the oven, offered with a Citrus infused Yogurt Sauce

Crispy Shrimp with Citrus Glaze- \$21.00

Jumbo Gulf Shrimp tossed with Lemon and Paprika, coated in Sesame Seeds sautéed and drizzled with a Glaze of Citrus Juices, seasoned with Garlic, Sugar and Hot Pepper Sauce

Panko Crusted Crab Fritters with Spicy Lime Dipping Sauce- \$30.00

Fresh Chesapeake Bay Blue Crab Fritters dusted with toasted Japanese Bread Crumbs, pan sautéed Offered with a Sweet Lime and Chili Fish Sauce for dipping (Requires a pantry chef)

Grilled Shrimp- \$18.00 (no skewer), \$21.00 (skewer)

With our Pineapple-Serrano Dipping Sauce

Greek-Style Grilled Shrimp- \$18.00 (no skewer), \$21.00 (skewer)

With Olive and Cheese, on Skewers with Yogurt Dill Dipping Sauce

Equatorial Shrimp Skewers- \$18.00 (no skewer), \$21.00 (skewer)

Basted with a glaze of Jalapenos, Brown Sugar and Soy Sauce

Deviled Eggs with Smoked Salmon- \$24.00

Topped with Smoked Salmon, Capers and Chives

Shrimp and Pork Meatballs with Spicy Lime Sauce- \$24.00

Pork and Shrimp ground with Scallions, Ginger, Garlic, Tamari, Jalapenos, Cilantro and Lime, formed into balls then sautéed until browned, served with a Spicy Lime Dipping Sauce

Shrimp with Spicy Asian Peanut Sauce- \$19.80

Poached shrimp served with a peanut sauce spiked with Asian garlic chili paste and fresh mint

Crostini with Lump Crab Salad- \$30.00

A slice of Rustic Bread brushed with Olive Oil then toasted and topped with a Salad of Lump Crabmeat, Red Bell Pepper, Chives, Basil and Black Pepper, drizzled with Olive Oil

Poached Shrimp with Cocktail Sauce- \$19.80

Jumbo Gulf Shrimp poached in Court Bouillon, served with a squeeze of Lemon and offered with our traditional Horseradish-spiked Cocktail Sauce

Crab Stuffed Mushrooms- \$24.00

A fabulous retro Hors D'oeuvre of uniform Button Mushrooms stuffed with Lump Crab Meat, Cream Cheese, Soy Sauce, Scallions and Ginger, baked and served warm

Coconut Shrimp- \$21.00

Jumbo Gulf shrimp brushed with Honey and coated with Toasted Coconut, deep-fried until golden and offered with a Curry-Cilantro Dipping Sauce

Potato Pancakes with Smoked Salmon- \$30.00

Shredded Potato and Parmesan Cheese layered with Scallion Crème Fraiche and Smoked Salmon. Cut into Petit Triangles

PORK APPETIZER OPTIONS- PRICE PER DOZEN

Jerk Pork Cocktail Sandwiches- \$30.00

Thinly sliced Caribbean Jerk Pork nestled in a soft Egg Roll with Tomato-Ginger Chutney And

Spicy Brown Mustard Mousse Petit Cubana Tortas- \$24.00

Cured Pork and Ham with spicy Black Bean Spread and Avocado on a soft Silver Dollar Roll

Baby Stuffed Red Bliss Potatoes- \$21.00

Red Bliss Potatoes stuffed with Goat Cheese and Sour Cream then topped with Applewood Smoked Bacon

Dried Figs- \$21.00

Topped with Goat Cheese, Chives and Applewood Bacon

Tortilla Baskets- \$21.00

Mini Cornbread Muffins filled with Shredded Pork, Chipotle Chiles and Lime
(Requires pantry chef)

Savory Parmesan and Black Pepper Biscotti- \$18.00

Mounded with Shaved Prosciutto and Ribbons of Asiago Cheese

Petit Focaccia Squares - \$24.00

Topped with Prosciutto, Fresh Basil and Mozzarella

Virginia Ham and Apple Chutney on Cornbread Rounds- \$24.00

House-made Corn Bread Rounds topped with shaved Virginia Ham and our own Granny Smith Apple Chutney

Pancetta, Leek and Parmesan "Pizzas"- \$19.20

Pizza Dough Crusts topped with thinly sliced imported Pancetta, shredded Leeks and grated Parmesan Cheese, served warm in bite-size Wedges (Requires Pantry Chef)

Prosciutto-Wrapped Shrimp- \$30.00

Skewers of Jumbo Gulf Shrimp wrapped in fresh Basil Leaves and thin slices of Prosciutto, grilled and offered with a Pesto Cream Dipping Sauce

VEGETARIAN APPETIZER OPTIONS- PRICE PER DOZEN

Poblano and Toasted Corn Tamale Tarts with Rosemary- \$21.00

Short Tamale Tart filled with Toasted Corn, diced Peppers, Black Beans and Jalapeno Peppers in a Spicy Cheese Custard topped with a fire roasted Tomato Salsa

Mediterranean High Rollers- \$18.00

Roasted Zucchini, oven-dried Tomatoes, Feta, Mesculan, reduced Balsamic rolled in Spinach & Tomato Wraps

Caramelized Onion and Goat Cheese Tartlets- \$21.00

Tiny Puff Pastry Shells filled with soft mild Goat Cheese and Sweet Onions caramelized in Butter, then Topped with sprigs of fresh Thyme

California Pizzettes- \$18.00

Rosemary garlic flatbread topped with California goat cheese, sweet peppers, shallots, cured olives, spicy chorizo, White cheddar and toasted corn on cumin flatbread
(Requires a pantry chef)

Dried Apricots with Goat Cheese and Pistachio Nuts- \$21.00

Turkish Dried Apricots tossed in Orange Juice, topped with a rosette of mild Goat Cheese and chopped Toasted Pistachio Nuts

Wild Mushrooms Tartlets- \$21.00

Petite Tartlet Shells filled with a sauté of Shiitake and Porcini Mushrooms with crumbled Chevre Cheese And fresh Tarragon

Phyllo Pouches- \$24.00

Stuffed with Pears and Gorgonzola Cheese in Red Wine and Black Pepper Reduction
(Requires a pantry chef)

Petite Garden Vegetable Empanadas- \$24.00

Puff Pastry filled with Seasoned Vegetables and served with our fire-roasted Tomato Salsa
(Requires a pantry chef)

Garlic Roasted Potato Skins with Onion-Spinach Dip- \$18.00

Red Potatoes rubbed with Garlic Butter then roasted until golden and crisp and offered with a
creamy Cheese Dip flavored with Onions and Baby Spinach

Crostini Pomodoro- \$18.00

Tiny Ficelle Rounds rubbed with Garlic Olive Oil then toasted and topped with a fine dice of
Roma Tomatoes, fresh Mozzarella and Basil drizzled with aged Balsamic Vinegar

Antipasto Skewers- \$24.00

Grape Tomatoes, marinated Artichoke Hearts, Fresh Mozzarella, Kalamata Olives and Genoa
Salami

Sea Salt-Dusted Flatbread with Dried Figs- \$24.00

Topped with Caramelized Onions and Fontina Cheese Pecan and Goat Cheese Rounds- \$18.00

Corn Salsa Cups- \$18.00

Petit Pastry Shells filled with Roasted Corn, Sweet Peppers and Fresh Mozzarella with Basil
Vinaigrette

Greek Salad Skewers- \$18.00

Cucumber Rounds skewered with Feta Cheese, halved Grape Tomatoes and Kalamata Olives,
drizzled with Olive Oil and fresh Oregano

STATION APPETIZERS

Crab and Artichoke Dip

Spiced with Old Bay and Served with Crusty Breads and Crisps \$95.00 (20 ppl)

Mesilla Valley Dip

A warm blend of Chicken, Scallions, Jalapenos and Chipotle served warm with corn Tortilla Chips \$65.00 (20 ppl)

Chipotle Cheese Fondue

With Tortilla Chips, Baguette Slices and Red Skin Potatoes and tossed in Olive Oil and Parsley \$95.00 (20 ppl)

Tuscan Terrine

Layers of Pesto, Sun-Dried Tomatoes and Boursin Cheese, sided with Grilled Flatbreads and Crisp Crackers \$65.00 (20-25ppl)

Bleu Cheese and Bacon Dip

With Asparagus, Pepper Spears, Celery Sticks, Grape Tomatoes and Crusty Flatbreads \$90 for a medium Display (25ppl) \$120 for a Large Display (35ppl)

Imported and Domestic Cheese Display

Cheese garnished with Crunchy Grapes and Berries. Served with Crusty Baguettes and Crackers \$49.95 Small Board (10 ppl), \$89.00 Medium Board (20ppl), \$125.00 Large Board (30 ppl)

Brie Baked in Pastry

Sided with Red Seedless Grapes, Dried Turkish Apricots and Baguette Slices \$60.00 (20 people)

Fruit Skewer Display- \$21.00 per dozen

Fresh sliced Pineapple, Cantaloupe, and Melon with Red Seedless Grapes and Strawberries on Bamboo Skewers Sided with a Mango or Cinnamon Scented Whipped Cream

Country Crudités with Red Pepper Ranch Dip

Garden Fresh Vegetables with Zesty Red Pepper Ranch Dip. Vegetables to Include: Broccoli And Cauliflower florets, Asparagus Spears, Zucchini, Red and Yellow Pepper Spears, Petit Carrots And Grape Tomatoes \$45.00 (10-15 ppl), \$65.00 (20 ppl), \$85.00 (30ppl)

Smoky Hummus with Vegetables and Flatbreads

A creamy Chickpea Dip flavored with Cumin, Garlic, Lemon and spiked with hot Paprika, and served with Seasoned grilled Flatbread, sided with an assortment of crisp Garden

Vegetables \$49.95 for a Small Display \$75.00 for a Medium Display (25 ppl) \$95.00 for a Large Display (35 ppl)

Zesty Roasted Garlic and White Bean Dip

With Rosemary and Lemon Zest Sided with Crudités and Pita Crisps
\$75.00 for a medium Display (25 ppl) \$115.00 for a Large Display (35 ppl)

BEVERAGE MENU

Assorted Juices

Choose from Orange, Cranberry, Apple, and Grapefruit
\$1.75 per bottle

Coffee Service

Includes Cream and Sweeteners
\$17.50 per Airpot (10-12 cups) \$25.00 per Gallon (18-22 cups, 3 gallon minimum)

Tea Service

A large selection of Stash Premium Teas with Cream, Sugar and Lemon
\$21.50 for 12 people

Sodas

A selection of Coca Cola or Pepsi Products
\$1.25 each

Bottled Water

\$1.50 each

Iced Teas and Lemonade

10 to 12 servings, includes cups and ice
\$14.00 per gallon

Sweet Iced Tea

Freshly brewed, sided with Lemon slices

Arnold Palmer

The Country Club Classic, freshly brewed Iced Tea mixed with our house Lemonade

Classic Lemonade

The best natural refresher, freshly squeezed Fruit with just enough Sugar

Basil Ginger Lemonade

Our classic concoction made fresh Basil and Ginger still with the addition of a hint of Lemon

Appendix

La Shawn R. Conner

Phone: (215) 868-5589

e-mail: lashawnconner5@gmail.com

OBJECTIVE:

My objective is to contribute to an organization's success through the application of proven administrative, managerial and interpersonal skills. Over nineteen years of experience in a fast-paced work environment have taught me that customer satisfaction is achieved through dependability, professionalism, and quality work. My priority is proactive, customer focused, and deadline sensitive.

EXPERIENCE:

RESERVE RESTAURANT BAR AND LOUNGE

April 2011-January 2014

General Manager

- Established restaurant business plan by surveying restaurant demand; conferring with people in the community; identifying and evaluating competitors; preparing financial, marketing
- Met restaurant financial objectives by developing financing; establishing banking relationships; preparing strategic and annual forecasts and budgets; analyzing variances; initiating corrective actions; establishing and monitoring financial controls; developing and implementing strategies to increase average meal checks
- Attracted patrons by developing and implementing marketing, advertising, public and community relations programs; evaluating program results; identifying and tracking changing demands
- Controlled purchases and inventory by meeting with account manager; negotiating prices and contracts; developing preferred supplier lists; reviewing and evaluating usage reports; analyzing variances; taking corrective actions
- Maintained operations by preparing policies and standard operating procedures; implemented production, productivity, quality, and patron-service standards; determined and implemented system improvements
- Maintained patron satisfaction by monitoring, evaluating, and auditing food, beverage, and service offerings; initiating improvements; building relationships with preferred patrons
- Accomplished restaurant and bar human resource objectives by recruiting, selecting, orienting, training, assigning, scheduling, coaching, counseling, and disciplining management staff; communicating job expectations; planning, monitoring, appraising, and reviewing job contributions; planning and reviewing compensation actions; enforcing policies and procedures
- Maintained safe, secure, and healthy facility environment by establishing, following, and enforcing sanitation standards and procedures; complying with health and legal regulations; maintaining security systems
- Maintained professional and technical knowledge by tracking emerging trends in the restaurant industry; attending educational workshops; reviewing professional publications; establishing personal networks; benchmarking state-of-the-art practices; participating in professional societies
- Explored opportunities to add value to job accomplishments

BYNUM HOSPITALITY

March 2008 - April 2011

General Manager

The Director of Operations/owner of Bynum Hospitality asked me to assist them in the renovation and re-opening of a new venture, *North By Northwest Restaurant*, as the General Manager.

- Created weekly labor, liquor & food budgets; approved department work schedules
- Hired and trained completely new staff
- Weekly COGS reports
- Responsible for daily cash receipts and deposits
- Helped chef to create food menu
- Held weekly managers meeting
- Met with area businesses and residents to create attractive offers for the area

J L Sullivan's Restaurant & Sports Lounge - Assistant General Manager

Bynum Hospitality recruited me from Harrah's Entertainment Company to help them implement and organize their new upscale restaurant in Center City, Philadelphia. One of my strongest attributes is restaurant openings.

- Responsible for recruiting, hiring, training and reviewing new employees
- Work with Special Events Coordinator & the Marketing Department with suggestions and ideas

- Order supplies/inventory and equipment
- Implemented a labor cost reduction plan
- Assign working schedule based on hotel percentage occupancy
- Manage a large number of employees - FOH and BOH
- Employees' payroll
- Book private parties & special events
- Implemented events & ideas to draw daily hotel business along with "outside traffic"
- Create food specials/menus based on party or event being given
- Accountable for daily cash receipts and deposits
- Outsourced catering to area businesses to generate revenue during off season

HARRAH'S ENTERTAINMENT

August 2006 - March 2008

Bally's Casino - Beverage Manager

- Demonstrates and upholds the Harrah's "Spotlights for Behavioral Success"
- Supervises a staff that consists of 252 cocktail servers, 197 bartenders, and 96 bar porters while closely working and adhering to *Local 54* procedures
- Ordering inventory
- Gives individual, positive coaching for personnel that may be in need of improvement
- Primary Shift Manager; direct the rest of the management team each shift on how to cover the three properties
- Creates daily floor assignments for cocktail servers, bartenders and bar porters after receiving the phone calls from the "on call" positions

Game On Upscale Sports Bar and Night Club - FOH Manager

- Managed 60 plus employees.
- Managed all aspects of the front of the house management; including 30+ servers, 10 food runners, 15+ server assistants, restroom attendant and bottle service servers
- Responsible for interviewing, hiring staff for the front of the house and scheduling for all shifts
- Created and implemented training packages for serves, serve assistants and food runners
- Member of team that implemented, coordinated and organized the opening of the restaurant along with the training for the entire front of the house staff
- Accountable for daily cash receipts and deposits
- Operated the POS system "Micros" and the credit card "Batch Detail"
- Budget responsibility included controlling front of the house daily labor cost, keeping hardware inventory, and ordering supplies
- Managed day to day budget compliance

The Sound of Philadelphia Supper Club (Bynum Hospitality) *Dining Room Manager*

August 2004 - March 2008

ZANZIBAR BLUE (Bynum Hospitality) *Head Server, Bartender, Trainer*

July 2003 - August 2004

BENNIGAN'S IRISH TAVERN AND GRILL *Key Employee, Head Server, Bartender*

September 1997 - July 2003

EDUCATION:

University of Pittsburgh
Major: Legal Studies / Minor: Spanish
Merion Mercy Academy for Girls - High School

September 1990 - May 1994

LANGUAGES: English and Fluent in Conversational Spanish

CERTIFICATION: Serve Safe Certified

SKILLS: POS Systems: Micros, Infogenesis, Aloha, Dollars on the Net, Payroll (Compupay) Excel/Microsoft Word
References available upon request

Errika N. Lowe

941 19th St Newport News VA 23607
Email: errikalowe@gmail.com, Mobile: (757) 329-4136

SUMMARY OF QUALIFICATIONS

Self-motivated, results driven sales strategist with a record of achievement and demonstrated success. Driving million-dollar revenue growth while providing visionary sales leadership in highly competitive markets. Tenacious in building new business, developing brand awareness, and maintaining client retention and rapport. Ability to improve rankings during the year through analysis and adjusting business plans in order to drive growth.

WORK EXPERIENCE

Independent Insurance Producer

(April 2006 to Current)

Interview prospective clients to obtain a needs assessment to determine clients' needs and optimal coverage. Knowledgeable and appointed to multiple insurance carriers. Analyze and develop marketing strategies to compete with other producers in the industry. Explain features, advantages and disadvantages of various policies to promote sale of insurance plans. Generate prospective clients through networking and existing client lists. Select a carrier offering the best type of coverage requested by client to underwrite policy. Calculate premiums and establish payment method on individual carrier illustration software. Attend seminars and programs for continuing education credits, new products and services. Ensure that policy requirements are fulfilled, including any necessary medical examinations and the completion of appropriate forms.

Consulate Health Care of Norfolk Norfolk, VA

(June 2012 to October 2012)

Director of Admissions

Delegated with the administrative authority, responsibility, and accountability necessary for carrying out assigned duties daily as admission team leader. Responsible for managing the facility census by opening and maintaining accounts. Conduct on-site admission screening on patients; determine patients level of care, services required, equipment needs and insurance coverage. Analyze account-related information providing input on key customer opportunities, service line extensions and proposal or contract pricing. Supervises the admissions coordinators and territory marketing team for the processes of admissions/discharges, community referrals, and promotional campaigns. Analyze and collect appropriate data, prepares and submits required weekly/monthly reports and prepared to discuss with Regional VP of Admissions and Executive Director. Negotiates individual complex procurement actions and responsible for contract actions including but not limited to protests against Medicare replacement policies for denials and appeals. Develops and disseminates information on a continuous basis to all pertinent parties concerning the fulfillment of budgeted goals and objectives.

- Increased new admissions by 103% and maintained 96% occupancy
- Exceeded monthly sales goals in June, July, August, and September
- #1 Ranked facility for total admissions in region
- Developed "Learn the Sign Series" for Community Awareness

Professional Healthcare Resources (formerly Excel Home Health) Norfolk, VA
(Jan 2008 to Dec 2011)

Community Liaison/Marketing Representative

Responsible for generating business from territory referral sources to meet territory and agency goals. Support marketing development team in identifying, implementing, and developing brand awareness, new market segments, and services for the homecare and personal care industry. Conduct fact finding need assessments to all primary referral accounts for optimal results. Represent the agency in community/marketing events and tradeshows. Perform market analysis and analyze economic data to identify new sectors, existing and ongoing projects and licensing/contractual opportunities. Implements territory sales plan and coordinates with operational and clinical leadership to ensure extraordinary customer service. Coordinates with internal departments in identifying and implementing business development and better workflow practices. Prepare business plans and maintain target lists. Prioritize accounts in accordance with the market sales plan.

- President's Club Award recipient: December 2009 and December 2010
- 2008 Increased Year End Sales goals by 100%.
- 2009 Increased Year End Sales goals by 123%.
- Recognized for outstanding performance and exceeding company expectations in 2008, 2009, and 2010.
- 2008, 2009, 2010 Acknowledged by CEO for consistent display of leadership behaviors
- 2009, 2010 Sales Excellence Award Program Winner
- 2008 Recognized by CEO for outstanding performance and exceeding company expectations within the first year of employment.
- Utilize superior communications skills to motivate staff and develop effective working relationships with peers and client accounts.
- 2010-2011 Exceeded monthly sales goals in 1st, 2nd, 3rd and 4th Qtr.
- Year-end rank 6/51

HSBC/ HFC/ Beneficial Newport News, VA
Account Executive

(April 2006 to Dec. 2007)

Generated New Accounts into branch through cold calls and customer referrals. Demonstrated knowledge and skills to successfully create marketing strategy and launch campaigns. Met or exceeded all quotas throughout tenure; averaged over \$700,000 in New Money sales each month. Earned multiple Top Producer & Million Dollar Club awards and recognition.

- Solicited financial and insurance products to new and existing customers.
- 90% of new loans generated from cold calling.
- Developed Needs Analysis for potential clients to determine customer wants and needs for financial planning.
- 2006 Year End Division Rank 1/247, US Rank 47/2700
- Million Dollar Club Award recipient: September 2006, October 2006, December 2006, February 2007.
- Top Producer Award recipient: 3rd Qtr. 2006, 4th Qtr. 2006, and 1st Qtr. 2007
- Structured loans to strict compliance and operational risk controls in accordance with company and regulatory standards, policies, and practices.

Sears Automotive Newport News, VA **(July 2001 to May 2003) (February 2005 to April 2006)**

Commercial Account Manager

Walgreens Richmond, VA
Assistant Manager

(May 2003 to November 2004)

EDUCATION

Master of Business Administration (MBA)- University of Phoenix (Dec 2010)
Bachelor of Science (BS) Marketing - Norfolk State University (May 2003)

COMPUTER SKILLS

Microsoft Office Suite

SKILLS

Communication - Deals with internal and external customers at all levels via telephone, email, and in person to ensure successful communication via actively listening and probing questions.

Problem solving - Resolves in-depth queries in a methodical manner independently and with internal and external colleagues to find appropriate resolutions, efficiencies and high level of quality.

Team Player - Enjoys sharing knowledge and encouraging development of others to achieve specific team goals.

Planning and organizing - Refined planning and organizational skills that balance work, team support and ad-hoc responsibilities in a timely and professional manner.

Systems knowledge - PeopleSoft, Oracle, and SAP. Experience in preparing and analyzing reporting data for management accurately and to timescales.

PROFESSIONAL LICENSES AND LEADERSHIP ASSOCIATIONS

- LEAN-Certified
- Life, Health, and Annuity VA Producer License
- FDIC Money Smart Certified
- Notary Public for the Commonwealth at Large
- Alpha Kappa Alpha Sorority Inc. Member
- Enactus- Judge
- Financial Empowerment Ministry Teacher- Ivy Baptist Church
- Conference of Minority Transportation Officials
- National Minority Supplier Development Council

Request for Proposal 4483-0-2014/WT
Nauticus Restaurant Management Services

Buyer: Wendy Turner
757-664-4021
wendy.turner@norfolk.gov

Issued: July 23, 2014

RFP CLOSING DATE AND TIME: August 26, 2014 at
2:00 p.m. Local Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ET **#2** ET **#3** ET **#4** ET (Please Initial)

The undersigned agrees to perform any contract awarded as a result of this solicitation, in accordance with the terms, conditions, and requirements specified herein. The signature below shall be provided by an agent authorized to bind the company. Failure to execute this portion may result in rejection of your proposal.

Authorized Agent:

Name/Title: Errita Payne - Managing Member

Signature: [Signature]

Company: General Meals Food Services LLC

Address: 941 19th St. Newport News VA 23607

Phone: 757-329-4136

Email: elowe@generalmealsfoods.com


FEL/FIN: 46-203 9415

Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of General Maids Food Services LLC (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: 

Name: Errika Lowe

Title: Managing Member

Date: 8/25/14

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Attachment B: Ethics in Public Contracting

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a Offeror or offeror involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a Offeror or offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with an Offeror or offeror.

Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a offeror, offeror or sub-Contractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any offeror or offeror with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror, PPEs or offeror.

Sec. 33.1-90. Gifts by Offerors, offerors, or subofferors (Virginia Code §2.2-4371).

No Offeror, offeror, or subofferor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No offeror or sub-Contractor shall demand or receive from any of his suppliers or his sub-Contractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No offeror or sub-Contractor or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If an offeror or sub-Contractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent offeror by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

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Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the offeror agrees as follows:

a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or offeror.

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Attachment D: Debarment Certification

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ___ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ☒ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ☒ within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature:



Name:

Erika Howe

Date:

8/25/14

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Attachment E: Compliance with Federal Immigration Law

1. **CERTIFICATION.**

The Offeror certifies, to the best of its knowledge and belief, that -

The Offeror and/or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name)

General Meals Food Services LLC
does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. **INSTRUCTIONS.**

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror/ to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror/ non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature:



Name:

Erika Lowe

Title:

Managing Member

Date:

8/25/14

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Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

I. **CERTIFICATION.**

A. The Offeror (Please fill in with your enterprise's complete name)

General Meals Food Services LLC
_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Offeror by the State Corporation Commission:

54415107

B. Offeror/ that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. **INSTRUCTIONS.**


a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the

City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: 

Name: Erika Lowe

Title: Managing member

Date: 8/25/14

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Exhibit B

Losick, Beverley

From: Errika Lowe <errikalowe@gmail.com>
Sent: Monday, December 15, 2014 11:25 AM
To: Turner, Wendy
Subject: Re: Questions
Attachments: Nauticus Menu.docx

Hello Wendy,

Attached you will find a sample menu in addition to our catering menu that was submitted with the original bid. Orders could be placed from either menu as well as if you don't see something on there we can accommodate as well. Please let me know if this works for you. As for the admin/service charge fee we will charge 10% of the order with a cap off \$100. Example if the Order is \$100 we will charge a \$10 fee. If there is an event we organize from start to finish then we will charge a \$200 admin fee. If there are budgetary constraints we will be willing to adjust accordingly.

On Tue, Dec 9, 2014 at 12:59 PM, Turner, Wendy <Wendy.Turner@norfolk.gov> wrote:

Wendy L. Turner, MBA

Procurement Specialist

232 E. Main Street, Suite 250

City of Norfolk, VA

(757) 664-4021

www.norfolk.gov



From: Turner, Wendy
Sent: Tuesday, December 09, 2014 12:03 PM
To: 'lashawnconner5@gmail.com'; 'chef337@gmail.com'; 'elowe@generalmeals.com'
Subject: Questions

Hi folks, it was a pleasure meeting with you yesterday. We have just a couple of questions left:

- 1) Please tell us when you would charge the extra \$250 admin fee?
- 2) Can you send several different types of menus you offer for different age groups?

Regards,

Wendy L. Turner, MBA

Procurement Specialist

232 E. Main Street, Suite 250

City of Norfolk, VA

(757) 664-4021

HELP FIND A CURE FOR CYSTIC FIBROSIS!

www.norfolk.gov



Nauticus Sample Menu Options

Boxed Breakfast

Any breakfast sandwich with fruit \$4.50 (Rise n' Shine \$5.50)

Add \$1.25 to substitute Croissant or English Muffin

Sausage Biscuit- \$1.75

Sausage, Egg & Cheese Biscuit- \$2.50

Bacon, Egg & Cheese Biscuit- \$2.50

Egg & Cheese Biscuit- \$1.50

Virginia Ham & Swiss-\$2.00

Egg White Veggie-\$2.50

Breakfast Burrito -Sausage or Bacon, Cheese, Egg & Green Onion-\$3.50

Breakfast Bowl -breakfast potatoes, eggs, cheese (add \$1 for bacon or sausage)-\$3.00

"Rise n' Shine" Sandwich fried egg, cheese and your choice of sausage, bacon, sausage links, turkey sausage patty or pork sausage patty-\$3.00

"BYO Omelet" choice of three: cheddar, Swiss, tomato, green onion, spinach, green pepper, mushrooms (add \$1 for bacon or sausage)-\$3.75

"Fabulous Breakfast" two eggs, two pieces of meat (bacon or sausage), breakfast potatoes or grits and choice of bread-\$5.25

Low Fat Yogurts with Granola

Assorted Low-Fat Yogurts with Granola \$2.75 per person

Low-Fat Yogurt Parfaits

Low-fat Yogurt with Granola and Fresh Fruit in individual servings \$4.50 per person

Sliced Fresh Fruit

Best-of-the-season Melons and Pineapples, decorated with Strawberries and Red Seedless Grapes

Small Tray or Bowl (feeds 10-15 people) \$45.00

Medium Tray or Bowl (feeds 16-25 people) \$60.00

Large Tray or Bowl (feeds 26-35 people) \$70.00

Buttermilk Pancakes

Served with maple syrup and butter

Serves 6-10 \$24

Serves 11-15 \$34

French Toast

Thick slices of our cinnamon bread and topped with powdered sugar. Served with syrup and butter.

Serves 6-10 \$24

Serves 11-15 \$34

Applewood Bacon

Serves 6-10 \$17

Serves 11-15 \$27

Sausage Links

Serves 6-10 \$23

Serves 11-15 \$33

Turkey Sausage Links

Serves 6-10 \$25

Serves 11-15 \$35

Scrambled Eggs

Serves 6-10 \$20 (add cheese \$5)

Serves 11-15 \$30 (add cheese \$7)

Grits

Serves 6-10 \$12

Serves 11-15 \$22

Breakfast Potatoes

Serves 6-10 \$12

Serves 11-15 \$22

Oatmeal

Serves 6-10 \$14

Serves 11-15 \$24

Optional Children's Selection

Chicken Tenders

Pizza

Grilled Cheese
Marconi and Cheese
French Fries
Hotdogs
Peanut butter and Jelly

Boxed Lunches

Select from Signature Sandwich or Wrap list below
Sandwich or Wrap with Chips and Cookie \$9.50
Sandwich or Wrap with Pasta Salad, Potato Salad, or Fruit \$10.50 (add cookie \$1)
Classic sandwich box with chips and cookie \$8

Classic
Virginia Ham & Swiss on White, Wheat, Sourdough or Wrap with Mustard Mayo Spread Lettuce
Smoked Turkey & Cheddar on White, Wheat, Sourdough or Wrap with a Chef Dressing and Lettuce
Grilled Chicken & Provolone on Sourdough or a Wrap with a Chef Mayo and Lettuce

Signature Sandwiches

Signature Sandwich or Wrap Platter with assorted Kettle Cooked Chips
Serves 6 -10 \$60
Serves 11-15 \$75

California Club
Our House Roasted Turkey Breast with Chipotle-Lime Avocado Spread and Smoked Gouda on Sourdough

Peppercorn-Seared Roast Beef
With Cheddar Cheese and Buttermilk Ranch Spread on Sourdough Bread

Egg Salad
On Hearty Whole Wheat Bread

Smoked Chicken
With Pepper Jack Cheese and Chipotle Lime-Honey Glaze

Hoagie
Ham, Salami, Hot Pepper Relish on a French Baguette

White Albacore Tuna
Salad on a Freshly Baked Croissant

Chicken Salad

With the option of Walnuts, Craisins, and Celery on a Baguette

The New Englander

Smoked Chicken with Crisp Green Apples, and Cheddar Cheese on a Ciabatta Roll

The 'Ol Timer

Our House Roasted Turkey Breast with Romaine Lettuce and Havarti on Healthy Whole Wheat Bread

Vegetarian Selections

Capresse Sandwich

Fresh Mozzarella, Basil Leaves, and Vine Ripe Tomatoes on a Baguette with Balsamic Reduction and a

Twist of the Pepper Mill

Healthy Goodness

Hummus, Cucumber, Olives, and Roma Tomatoes on Multi-Grain Bread

Eggplant Caponata

With Tomatoes, Pine Nuts, Capers and Havarti Cheese on a Ciabatta Roll

Grilled Vegetable Sandwich

Zucchini, Mushrooms, Peppers, and a slice of Brie Cheese on Rustic Sourdough with Pesto and Rice Wine Vinegar

Mediterranean Munchies

A Multigrain Tortilla with Cured Olives, Feta Cheese, Grilled Vegetables, and Greens

Signature Wrap Selections

Caesar Wrap

Grilled Breast in a Wrap with Tender Hearts of Romaine, Ribbons of Pecorino Romano and Caesar Dressing

Grilled Chicken

Grilled Chicken and Bacon with Cheddar Cheese, Tomatoes, on a bed of Romaine Lettuce and Chipotle Mayo

Cowboy Wrap

Shaved Angus Roast Beef on a Spinach Tortilla with Mild Roquefort and Black Pepper Spread

Tuna Wrap

White Albacore Tuna Salad with Crunchy Romaine Lettuce and Ripe Roma Tomato Slices on a Sun-Dried Tomato Tortilla

Jerk Chicken Wrap

Jerk Spiced Chicken and Greens with Mango Cream Cheese

California Club Wrap

Grilled Chicken, Bacon, and Tomatoes in a Tomato Tortilla with Avocado Ranch Spread

The Greek Turkey Wrap

House-Roasted Turkey Breast with Feta, Olives, Grape Tomatoes and Greens in a Spinach Tortilla

The Philly Wrap

Roast Beef with Mushrooms, Onions, and Swiss Cheese with Red Pepper Mayo

Chicken Salad Wrap

Chicken with the option of Walnuts, Craisins, and Celery, Romaine Lettuce wrapped in a Tomato Tortilla

Salad Box

Served with a croissant

Classic \$10

Signature \$12

Add cookie \$1

Classic Salad

Serves 6-10 \$40

Serves 11-15 \$65

Signature Salads

Serves 6-10 \$50

Serves 11-15 \$75

Classic Salads

Classic Garden Salad

Mixed Greens, Cherry Tomatoes, Cucumbers, and Sliced Carrots

Caesar Salad

Crisp Romaine Hearts, Fresh Parmesan, Croutons, and our House Caesar Dressing

Signature Salad Selections

Asian Chicken Salad

A mix of Baby Greens tossed with bite size pieces of Glazed Chicken Breast, ribbons of Shredded Cabbage, Julienne Carrots, Red Bell Pepper, and Snap Peas, sprinkled with Toasted Almonds and offered with a light Sesame Ginger Dressing

Tuscan Chicken Salad

Crisp Torn Romaine tossed with Char-Grilled Marinated Chicken Breast, halved Baby Fresh Mozzarella, Red Grape Tomatoes, Roasted Red Peppers and Cured Olives, topped with Herb Toasted Croutons and offered with a Red Wine Vinaigrette

Bistro Tenderloin Salad

With Roasted Mushrooms, Sun-Dried Tomatoes, and Asiago Cheese Ribbons with Romaine and Field Greens in Balsamic Vinaigrette

Chicken Caesar Salad

With Ribbons of Pecorino Cheese and Garlic Croutons

Add Grilled Shrimp for 3.00 additional

Mexican Chopped Salad

Black Beans, Tomatoes, Jicama, Corn, Radishes, and Avocado with Chicken and Honey-Lime Vinaigrette

Substitute Beef for \$2.00 Additional

North Carolina Cob Salad

Romaine Lettuce tossed with Applewood Smoked Bacon, Grilled Chicken, Swiss Cheese, Diced Tomato and Hard-Boiled Egg offered with a Red Wine Vinaigrette nature Salads

Hot Entrees

Beef Entrees

Rosemary Bistro Tenders

Marinated in Red Wine Vinegar with Shallots, fresh Rosemary and Oil, then grilled, sliced thin, and served drizzled with reduction sauce

Grilled Beef Kebabs

Beef Tenderloin Tips skewered with Red and Yellow Bell Peppers, Portobello Mushrooms basted with an Orange and fresh Rosemary Glaze and grilled Steak Tips braised in Dark Beer With Portobello Mushrooms, Carrots and Onions

Bistro Tenderloin Medallions

With our Signature Port-Vanilla Glaze Garlic and Pepper Rubbed Beef Steak Medallions with Chimichurri Sauce (A bright green sauce of basil, parsley and mint with garlic and vinegar)

Flat Irons with Merlot Shallot Sauce

Flat Iron Steak rubbed with Sage, Pepper, Garlic, and Salt, browned, then roasted and sliced.
Drizzled with a rich Merlot-Shallot Sauce

Teriyaki Marinated Grilled Flank Steak

Thin slices of Flank Steak marinated in our House Teriyaki Sauce and grilled Balsamic Flank
Steak with Smoked Tomato Chutney

Whole Flank Steaks marinated in aged Balsamic Vinegar with fine Herbs, grilled over an open
flame then sliced and topped with Smoked Tomato Chutney

Chicken Entrees

Thai-Style Grilled Chicken Breast

Chicken Breasts marinated in Lime Juice, Chilies, Garlic and Scallions, then grilled to perfection
(Excellent room temperature)

Pesto-Basted Chicken Breast

Chicken Breast marinated in our House made Pesto Sauce served with a Lemon Vinaigrette
CONTAINS NUTS

Orange-Chipotle Glazed Chicken Breast

Grilled Buffalo Chicken

Breast Medallions Lightly Spiced and Topped with Bleu Cheese and Breadcrumbs

Chicken Cordon

Roasted Breasts stuffed with Gruyere Cheese, Turkey Bacon and Basil and served with Natural
Pan Gravy

Poncho's Fajita Stuffed Chicken Breast

Grilled Tequila Lime Chicken

Boneless Chicken Breast Quarters steeped in Lime and Orange Juice, Tequila, Jalapenos and
Chili Powder, char grilled and topped with a Lime-Cilantro Compound Butter

Pecan Encrusted Chicken

Boneless Chicken Filets brushed with a Honey Glaze and rolled in our signature Spicy-Sweet
Pecans, baked in the oven and finished with a drizzle of Burnt-Honey Mustard Vinaigrette

Chicken Piccata

Sautéed in Olive Oil with Artichokes, Olives, Sun-Dried Tomatoes and Capers with Fresh
Squeezed Lemon Juice

Fish Entrees

Broiled Tilapia Filet

Tilapia Filets heaped with a mixture of Chesapeake Bay Crabmeat and Parmesan Breadcrumbs, then baked until golden and drizzled with Old Bay Hollandaise

Tilapia Tacos

With Salsa Fresca

Stuffed Salmon

Stuffed with Crabmeat and Shrimp

Teriyaki Tuna Kabobs

With Shiitake Mushrooms, Zucchini and Bermuda Onions

(Can be served on a bed of Jasmine Rice)

Grilled Salmon with Tomato Olive Salsa

Fresh Salmon Filets brushed with Olive Oil and seasoned and grilled topped with a Salsa of Plum Tomatoes, Kalamata Olives, fresh Basil, Capers, Garlic and Shallots

Blackened Tilapia

Fresh Tilapia Filets coated in Butter and Cajun Spices and pan-fried to perfection, then topped with a Pineapple and Black Bean Salsa

Ginger Crusted Salmon

Fresh Atlantic Salmon Filets crusted with ground Black Pepper and freshly grated Ginger with a Merlot and Shallot Buerre Blanc

Lemon Pepper Salmon

Topped with our Tomato-Olive Salsa

Pasta Entrees

Penne Pasta Puttanesca

A classic Italian dish of Penne Pasta in a Spicy Tomato Sauce with Grilled Chicken, Onions, Capers, Kalamata Olives, Red Pepper Flakes Basil, Oregano and Parsley

Jambalaya Pasta

Penne Pasta with Grilled Chicken, Sausage and Shrimp in a spicy Cajun Vegetable-Tomato Sauce

Baked Ziti

The Classic, with layers of Bolognese Sauce (with meat), Ricotta Cheese, and Pasta Tubes, topped with Mozzarella and Parmesan Cheeses and cooked until bubbly and golden brown.

Pasta Cordon Bleu

Tri-Color Bowtie Pasta with Chicken, Honey-Smoked Ham and Gruyere Cheese in a light Cream Sauce. Garnished with Broccoli Florets

Lemon Pepper Chicken Pasta

Tri-Color Bowtie Pasta with Chicken and Broccoli in a Lemon-Pepper Cream Sauce

Ricotta-Stuffed Shells

Topped with Marinara Sauce, Mozzarella and Parmesan Cheese

Sides & Vegetables

STARCHES

Mashed Potatoes, Rosemary-Garlic Roasted Potatoes, Yukon Gold Potato Gratin with Thyme, Tri-Color Roasted Potatoes with Parsley and Garlic, Country Rice Pilaf, Mediterranean Orzo, Rice Florentine, Classic Mac and Cheese

VEGETABLES

Hot: Green Beans with Caramelized Onions and Red Peppers, Grilled Vegetables Medley, Roasted Tomatoes topped with Pesto, Gorgonzola Cheese and Buttered Bread Crumbs, Broccoli with Carrots and Roasted Grape Tomatoes, Honey and Ginger Glazed Carrots, Mexican Medley of Squash, Carrots and Green Beans with Garlic, Green Bean Casserole with Onions. Room Temp: Asparagus shingled with Carrots and Roma Tomatoes with Chive Vinaigrette, Mozzarella and Tomato, Southwest Corn and Jicama Salad, Wheat Berry Waldorf Salad, Black Eyed Pea and Roasted Grape Tomato Salad

SOUP SELECTIONS

\$45.00 per gallon (feeds 10-16 people)

Clam Chowder, Chicken and Vegetable, Tortilla, Broccoli and Cheddar, Country Tomato with Orzo, Shrimp and Corn Chowder, Madman Meatless Chili (with Pinto Beans), Farmer's Market Gazpacho (served chilled), Vegetarian Lentil Soup with Roasted Garlic and Carrots, Tomato Bisque, Country Chicken and Corn Chowder, Springtime Vegetable with Basil, Potato Bacon

Beverage Menu

Assorted Juices

Choose from Orange, Cranberry, Apple, and Grapefruit \$1.75 per bottle

Coffee Service

Includes Cream and Sweeteners \$17.50 per Airpot (10-12 cups) \$25.00 per Gallon (18-22 cups)

Tea Service

A large selection of Stash Premium Teas with Cream, Sugar and Lemon

\$21.50 for 12 people

Sodas

A selection of Coca Cola or Pepsi Products

Bottled Water

Iced Teas and Lemonade

10 to 12 servings \$14.00 per gallon

Sweet Iced Tea

Freshly brewed, sided with Lemon slices

Arnold Palmer

The Country Club Classic, freshly brewed Iced Tea mixed with our house Lemonade

Classic Lemonade

The best natural refresher, freshly squeezed Fruit with just enough Sugar

Basil Ginger Lemonade

Our classic concoction made fresh Basil and Ginger still with the addition of a hint of Lemon